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**TRANSCRIPT OF RECORD**

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Supreme Court of the United States

OCTOBER TERM, 1959

No. [REDACTED]

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INTERNATIONAL ASSOCIATION OF MACHINISTS,  
ET AL., APPELLANTS,

vs.

S. B. STREET, ET AL.

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APPEAL FROM THE SUPREME COURT OF THE STATE OF GEORGIA

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FILED JULY 30, 1959  
JURISDICTION NOTED OCTOBER 12, 1959

SUPREME COURT OF THE UNITED STATES  
OCTOBER TERM, 1959

No. 258

INTERNATIONAL ASSOCIATION OF MACHINISTS,  
ET AL., APPELLANTS,

vs.

S. B. STREET, ET AL.

APPEAL FROM THE SUPREME COURT OF THE STATE OF GEORGIA

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Original

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[fol. 1]

IN THE SUPERIOR COURT OF BIBB C  
STATE OF GEORGIA

J. M. PAYNE et al.

v.

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMP

ORIGINAL PETITION

To the Superior Court of Said County

The petition of J. M. Payne, Mrs. Myrtle R. W  
Dungan, Charles R. Cox, F. P. Gressett, J. L.  
Josephine S. Chambers, S. B. Street, J. W. Sim  
A. G. Hyder respectfully shows.

1.

That the Georgia Southern and Florida Rail  
way is a Georgia Corporation, having its prin  
and place of business in Bibb County, Georgia.

2.

That the Southern Railway Company is a Vir  
poration, operating in the State of Georgia, hav  
fice and agent in Bibb County, Georgia.

3.

That the Cincinnati, New Orleans and Tex  
Railway is a corporation operating in the State  
and having an agent in this State.

[fol. 2]

4.

That the Alabama Great Southern Railroad C  
an Alabama Corporation operating in the State  
and having an agent in this State.

2

5.

That the New Orleans and Northeastern Company is a Louisiana Corporation, having an office in the State of Georgia.

6.

That the Carolina and Northwestern Railway is a corporation duly incorporated in the States of North Carolina, South Carolina, and Virginia, which company has an office and agent in the State of Georgia.

7.

That the New Orleans Terminal Company Corporation, having an office and agent in the State of Georgia.

8.

That the St. Johns River Terminal Company Corporation; having an office and agent in the State of Georgia.

9.

That the Harriman and Northeastern Railroad is a Tennessee Corporation, having an office in the State of Georgia.

10.

That the International Association of Marine Union or Labor Organization, transacting business in Bibb County, Georgia, and has an office in said County.

[fol. 3]

11.

That the International Brotherhood of Iron Ship Builders and Helpers of America Organization, transacting and doing business in Bibb County, Georgia, and has an agent in said County.

12.

That the International Brotherhood of  
Drop Forgers and Helpers is a Labor Organization  
acting and doing business in Bibb County, and has  
an agent in Bibb County, Georgia.

13.

That the Sheet Metal Workers International  
is a Labor Organization, transacting and doing  
business in Bibb County and has an agent in Bibb County,

14.

That the International Brotherhood of Elect  
ricians is a Labor Organization, transacting and  
doing business in Bibb County and has an agent in Bibb  
County, Georgia.

15.

That the Brotherhood of Railway Carmen  
is a Labor Organization, transacting and doing  
business in Bibb County, Georgia, and has an agent in said  
County.

16.

That the International Brotherhood of Firemen  
Helpers, Roundhouse and Railway Shop Labor  
Organization, transacting and doing business in  
Bibb County, Georgia, and has an agent in said County.

[fol. 4]

17.

That the Brotherhood of Railway and Steam  
Freight Handlers, Express and Station Empl  
Labor Organization, transacting and doing business in  
Bibb County and has an agent in said County.

18.

That the Brotherhood of Maintenance of Way  
is a Labor Organization, transacting and doing  
business in Bibb County, Georgia, and has an agent in said  
County.

19.

That the Order of Railroad Telegraph  
ganization, transacting and doing business  
Georgia, and has an agent in said County

20.

That the Brotherhood of Railroad Sig  
is a Labor Organization, transacting  
in Bibb County, Georgia, and has an ag

21.

That National Organization Masters,  
a Labor Organization, transacting and  
Bibb County, Georgia, and has an ag

22.

That National Marine Engineers Be  
is a Labor Organization, transacting  
Bibb County, Georgia, and has an offic  
County.

23.

That the American Train Dispatch  
[fol. 5] Labor Organization, transacting  
in Bibb County, Georgia, and has an ag

24.

That Railroad Yardmasters of A  
Organization, transacting and doing  
County, Georgia, and has an agent in sa

25.

Petitioner J. M. Payne is an emplo  
Railway Company, having been in the  
pany in the Signal Electrical Depart  
25, 1925, with seniority rights dati  
26, 1926.

26.

Petitioner J. T. Duncan is an employee of the  
and Northeastern Railroad Company, being  
Section Foreman, with seniority rights from

hers is a Labor Organiza-  
tion in Bibb County,  
y.

ginalmen of America  
and doing business in  
agent in said County.

Mates and Pilots is  
d doing business in  
ent in said County.

eneficial Association  
and doing business  
ee and agent in said

ers Association is a  
g and doing business  
agent in said County.

merica, is a Labor  
ing business in Bibb  
aid County.

oyee of the Southern  
employ of said Com-  
ment since February  
ng from September

27.

That Charles R. Cox is an employee of the  
New Orleans and Texas Pacific Railway  
a job assignment as Clerk, with seniority rights from  
1, 1927.

28.

That E. P. Gressett is an employee of the  
Southern Railroad Company, with a job  
Section Foreman, with seniority rights from  
1919.

29.

That J. B. Shelton is an employee of the  
way Company, with a job assignment of Sig-  
with seniority rights from 1924.

[fol. 6]

30.

That Josephine S. Chambers is an employee of the  
Orleans Terminal Company, holding the position  
Clerk, Superintendent of Terminals, with seniority rights from  
November 21, 1920.

31.

That S. B. Street is an employee of the  
Northeastern Railroad Company, his present  
being General Clerk, with seniority rights from  
ber 3, 1917.

32.

That J. W. Simpson is a member of the  
Terminal Company, with a job assignment  
Building Foreman, with seniority rights from  
ember 15, 1919.

33.

That A. G. Hyder is an employee of the Carolina and Northwestern Railroad Company, with the job assignment of Rate Clerk with seniority rights dating from January 14, 1924.

34.

All of the petitioners named in this petition are threatened with discharge because of the agreement hereinafter set out and entered into between the various Railroad Companies named in this petition as defendants.

35.

All of the petitioners are threatened with discharge from employment on June 15, 1953, unless each of the petitioners either join or obligate themselves to remain members of [fol. 7] the various labor organizations applicable to the craft or trade of each of these petitioners.

36.

Petitioners named in this petition for good and sufficient cause do not desire to become members of the labor organization applicable to their craft or trade, and those who at the present time may be or who in the past have been members of a labor organization object to being required to pay dues and maintain their membership in the various labor organizations named herein as a condition precedent to their continued employment with the various carriers by whom the petitioners are now employed.

37.

All of petitioners are threatened with discharge from employment and will be deprived of their means of earning a livelihood unless the contract complained of in this petition and the action of the defendants in enforcing said contract is enjoined by this Honorable Court.

38.

Petitioners bring this action in behalf of themselves, and others similarly situated who may be allowed by the court to intervene and be made parties plaintiff.

39.

Petitioners are employees of one of the railway carriers herein designated as defendants and allege that they have at all times performed their duties as employees in a capable and efficient manner.

40.

Some of the petitioners are residents of the State of Georgia and entitled as such to the protection and benefit of all laws of the State of Georgia and of the United States.

[fol. 8]

41.

Petitioner allege that the defendants herein named as carriers and those named herein as labor organizations did on the 27th day of February, 1953, enter into a contract, effective April 15, 1953, a copy of which agreement is hereto attached to this petition, identified as Exhibit "A". All the provisions of the contract set out in this Exhibit "A" are hereby made a part of this petition as effectually as if the terms of this contract were set out in the petition. This contract may be hereafter referred to and is commonly known as "Union Shop Agreement". Petitioners allege that Section 1 of this contract provides as follows:

"In accordance with the subject to the terms and conditions hereinafter set forth, all employes of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employes after the effec-

tive date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive [fol. 9] calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement."

## 42.

Section 9 of this agreement provides as follows:

"An employe whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employe relationship for vacation purposes."

## 43.

Section 10 of the contract in substance provides that the carrier party to this agreement shall periodically deduct from the wages of employes initiation fees and assessments necessary to maintain membership of employe in the particular labor organization applicable to such laborer's craft and pay such dues and assessments over to such labor union or organization.

## 44.

Petitioners allege that they have been notified that unless they, within sixty days from and after April 15, 1953, become members of the organization, party, or labor union representing their craft or class that their employment will be terminated and that they will not be permitted to remain in the employ of their employer unless they do become, or remain members of the labor organization applicable to their particular craft.

[fol. 10]

## 45.

Petitioners allege that such contract forcing them to join or remain members of a particular labor organization ap-

plicable to their class or craft is illegal, unconstitutional, and void and is in direct violation of and in conflict with the acts of the Legislature of this State, which acts are commonly known as "The Right to Work Act" and which is found in the Acts of 1947, page 616-620, and which act is set out in the Georgia Code Annotated in the pocket part supplement thereto and will be found in sections 54-810 through 54-908.

46.

Section 54-804 of this Act provides as follows:

"It shall be unlawful for any person, acting alone or in concert with one or more other persons to compel or attempt to compel any person to join or refrain from joining any labor organization, or to strike or refrain from striking against his will, by any threatened or actual interference with his person, immediate family, or physical property, or by way threatened or actual interference with the pursuit of lawful employment by such person; or by his immediate family."

47.

Section 54-902 of said Act provides as follows:

"No individual shall be required as a condition of employment, or of continuance of employment, to be or remain a member or an affiliate of a labor organization, or to resign from or to refrain from membership [fol. 11] in or affiliation with a labor organization."

48.

Other sections of this Act provide that any provision in a contract between an employee and a labor organization which requires as a condition of employment, or continuance of employment, that such employee must be or remain a member or an affiliate of a labor organization is contrary to the public policy of this State and any such provision in any such contract shall be absolutely null and void.

49.

Said Act further provides that it shall be unlawful for any employer to contract with any labor organization, for any labor organization to contract with any employer so as to make it a condition of employment of any individual, or of continuance of such employment, that individual be or remain a member of a labor organization or that such individual pay any fee, assessment, or sum of money whatsoever, to a labor organization.

50.

The contract entered into by the defendants in this case is in violation of this Act of the General Assembly of Georgia and the enforcement or execution of such contract or of any of its terms making membership in a labor organization a condition precedent to employment or remaining in the employ of any of the carriers named herein is subject to be enjoined provided by said Acts of which are set out in the Georgia Annotated Code Section 54-908.

51.

Petitioners allege that the contract so entered into by the defendants herein violates the 5th and 14th Amendments to the Constitution of the United States in that it deprives these petitioners of liberty and property without due process of law.

[fol. 12]

52.

The 14th Amendment to the Constitution of the United States provides and is as follows:

"All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

## 53.

Petitioners allege that the agreement entered into by defendants and which defendants are now threatening to enforce deprives petitioners of liberty and property without due process of law for the following reasons, to-wit,

(a) Said agreement and contract by which these petitioners are sought to be governed was entered into without the knowledge or consent of petitioners and without giving petitioners any opportunity to be heard.

(b) Petitioners are deprived of the right to contract, the right to earn a living, which rights are fundamental, natural, and inherent, without the consent of petitioners, against their will, when they are not parties to such contract and have not been given any opportunity to be heard or contest or oppose the terms of such contract.

## 54.

The alleged contract violates Section 2-102 of the Code [fol. 13] of Georgia, which is paragraph 2 of Article 1 of the Constitution of the State of Georgia, which provides:

"Protection to person and property is the paramount duty of government, and shall be impartial and complete."

## 55.

The alleged contract which undertakes to deprive petitioners of their right to work and earn a livelihood, unless they join or remain a member of some labor organization applicable to the particular trade or craft of such petitioners deprives your petitioners of their right of personal liberty, in that it denies to petitioners the right to contract for employment and denies to petitioners the right to work for a living in their occupation or vocation, unless petitioners agree to join and pay dues to a labor organization applicable to the trade or craft of petitioners.

## 56.

Petitioners allege that the enforcement of this contract known as the "Union Shop Agreement" deprives them of

protection to a valuable property right which is to sell their labor for such price and on such terms as desire and denies them of the privilege of working in their usual occupation, without paying labor organization for such purpose.

57.

Petitioners allege that said agreement and entered into is in contravention of and violates part of Article 1 of the Constitution of the State of which provides as follows:

"No person shall be deprived of life, liberty or property except by due process of law."

Petitioners allege that the enforcement of the [fol. 14] will deprive petitioners of liberty and without due process of law for the following reasons:

(a) Petitioners are not parties to this contract consent thereto and were given no opportunity to voice their approval or disapproval of such

(b) Such contract denies petitioners the right to join or decline to join any labor organization, mandatory that they join or remain a member of organization in order to be permitted to work

(c) It deprives them of their liberty in that petitioners the right to work at their usual occupation to earn their livelihood in any lawful calling petitioners join and remain members of a labor organization.

(d) The right to contract, the right to earn a fundamental, natural, and inherent rights, in fact sacred and valuable right of a citizen may not be taken away from petitioners by virtue of an agreement they are not a party, to which they did not agree, they do not approve, such rights being denied purely virtue of the contract entered into by defendant in case.

58.

Petitioners allege that the "Union Shop" negotiated and entered into by the defendants

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petitioners by  
dants in this

Agreement",  
named here-

in, affects the rights of these petitioners and denies them due process of law in that the liberty of petitioners requires that each petitioner have the right to work for a living in the common occupations of the community, being the very essence of personal freedom, and a right which should be protected from both labor unions and employers who may attempt to deprive petitioners of right either because petitioners are or are not members of a labor union.

[fol. 15]

59.

The "Union Shop Agreement" sought to be enforced in this case is illegal, null, unconstitutional, and void because it deprives petitioners of liberty, and freedom of contract which include the right of petitioners to be free in the enjoyment of all their facilities and to use them in all lawful ways, to live and work where they will and earn a livelihood by any lawful calling. This agreement arbitrarily interferes with and annuls the right of contract to exchange work and labor for money; the right of the petitioners to earn a living. The contract destroys the freedom of petitioners and forces them to work under conditions unacceptable to them and makes these petitioners subservient to the dictates of these defendants as to and under what terms and conditions these petitioners carry on and pursue their occupation, and requires them to pay for the right to work, for they are required to pay dues and assessments for the privilege of working.

60.

Unless the defendants are restrained and enjoined, the petitioners will be discharged from employment and be prived of their means of livelihood and will (sic) irreparably damage and have no adequate remedy at law, and will be denied the right to work, and will be deprived of all privileges and benefits resulting from their employment and damages are not capable of exact determination and irreparable and serious damage and injury will result unless this court grants injunctive relief.

Wherefore, Petitioners pray

(a) That a permanent injunction be granted defendants from enforcing said contract and petitioners unless petitioners join or remain of a union.

(b) That the "Union Shop Agreement" be declared unconstitutional and in violation of the Georgia.

[fol. 16] (c) That a temporary injunction and restraining order be issued enjoining defendants from petitioners and others similarly situated, and enforcement of said contract be enjoined until further order of this Court.

(d) That defendants, each of them, their agents, servants and employees and persons acting in concert with them, be restrained from discharging petitioners for failure to become or remain members of the Local Union applicable to the craft or trade of such employees, and forcing the contract known as "Union Shop".

(e) That petitioners have all other and further relief to adequately protect their rights.

(f) That process issue requiring defendants to appear at the next term of this court, to answer the complaint.

T. Arnold Jacobs, Attorney for Plaintiff

*Duly sworn to by J. M. Payne, jurat omitted*

[fol. 38]

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA

Case No. 16537

[Title omitted]

PETITION OF CHARLES L. BRADFORD, ET AL., TO INJUNCTION

Come now Charles L. Bradford, Hazel E. Cook, J. H. Davis, R. N. Durvin, Mrs. Elizabeth

ed enjoining  
discharging  
a member  
  
declared void  
statutes of  
  
and restrain-  
in discharging  
that the en-  
further order  
  
gents, officers,  
in concert with  
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Labor Union  
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, GEORGIA

T. P. Ferguson, Mrs. Edna G. Fritschel, D. E. Humphries, Miss N. M. Looper, C. H. Miller, William H. Trentham, A. G. Ward, Jr., Mary Inez Williams, Mrs. M. S. Walker, Thomas E. Brown, and Robert D. Young, and petitioners ask the Court to allow them to intervene in and become plaintiffs to the above-styled proceeding, and in support of this petition to intervene show the Court as follows:

1.

Petitioners are residents of Cobb, DeKalb, and Fulton Counties in the State of Georgia, with addresses as follows:

Charles L. Bradford, 305 Thompson Avenue, East Atlanta, Georgia;

Hazel E. Cobb, 130 Eleventh Street, N.E., Atlanta, Georgia;

[fol. 39] R. O. Cook, Route 2, Smyrna, Georgia;

J. H. Davis, 221 North Candler, Decatur, Georgia;

R. N. Durvin, 1032 Faith Avenue, S.E., Atlanta, Georgia;

Mrs. Elizabeth Ferguson, 764 Greenwood Avenue, Atlanta, Georgia;

T. P. Ferguson, 764 Greenwood Avenue, N.E., Atlanta, Georgia;

Mrs. Edna G. Fritschel, 1206 Peachtree Street, N.E., Atlanta, Georgia;

D. E. Humphries, Hapeville, Georgia;

Mrs. M. S. Walker, 1473 Fairview Road, N.E., Atlanta, Georgia;

Thomas E. Brown, 2795 Tupelo Street, S.E., Atlanta, Georgia;

Miss N. M. Looper, 75 Ponce deLeon Avenue, N.E., Atlanta, Georgia;

C. H. Miller, 825 St. Charles, N.E., Atlanta, Georgia;

William H. Trentham, 2029 Pennington Place, S.E., Atlanta, Georgia;

A. G. Ward, Jr., 928 Ponce deLeon Avenue, N.E., Atlanta, Georgia;

Mary Inez Williams, 313 Fourth Street, N.E., Atlanta, Georgia;

Robert D. Young, 1720 Peachtree Road, N.W., Atlanta, Georgia.

TO INTERVENE

E. Cobb, R. O.  
Elizabeth Ferguson,

[fol. 40]

2.

Petitioners are each and all employees of Southern Railway Company, and have (some years) fulfilled the duties of their employment and faithfully, and desire to continue in such

3.

None of petitioners is a member of any of labor organizations, and all of petitioners principle as well as on legal constitutional grounds compelled to join such unions.

4.

Petitioners herein are situated similarly, in the action now pending, and the enforcement of April 15, 1953, between the defendant, Southern Railway Company, and the other railroad on the one hand, and the labor organization on the other hand, would serve to deprive them of their means of livelihood, or else compel them to give up their principles, to join one of the labor unions.

5.

Petitioners have no adequate remedy at law.

Wherefore, petitioners respectfully pray grant them leave to intervene in, and become a party plaintiff to, the above-captioned proceeding, and further relief as to the Court may seem just.

[fol. 41]

Respectfully submitted,

Gambrell, Harlan, Barwick, Russell & Smythe Gambrell, W. Glenn Harlan Moye Jr., Attorneys for Petitioners

825 Citizens & Southern National Bank  
Atlanta 3, Georgia, Walnut 5951.

[fol. 42] *Duly sworn to by Robert N. Durst*  
*omitted in printing.*

[fol. 45]

[File endorsement omitted]

IN THE SUPERIOR COURT OF BIBB COUNTY

ORDER GRANTING LEAVE TO INTERVENE—June 12,

The above and foregoing petition read and considered the same be filed. Petitioners named in said are hereby granted leave to intervene in and to parties to the above-captioned proceeding, and they are hereby made parties plaintiff in said case.

Let a copy of this petition, together with this order, be served upon the defendants herein.

This 12th day of June, 1953.

Mallory C. Atkinson, Judge, Bibb Superior

[fol. 46]

IN THE SUPERIOR COURT OF BIBB COUNTY

J. M. PAYNE, MRS. MYRTLE R. WHITE, et al., as Petitioners, and CHARLES L. BRADFORD, HAZEL B. COBB, et al., Intervenors,

vs.

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, and other named Railway Companies, as Defendants, and INTERNATIONAL ASSOCIATION OF MACHINISTS, and other named Labor Associations, as Defendants.

FIRST AMENDMENT TO PETITION—filed June 27,

Now come the petitioners, and by leave of court, first obtained and amend the petition heretofore filed in the following manner, to-wit,

1.

Petitioners strike paragraph 38 of the petition in lieu thereof and allege the following.

Petitioners bring this action as a class  
behalf of themselves but in behalf of  
situated.

2:

Petitioners amend paragraph 10 of the  
ing that R. H. Hubbard is a member of  
[fol. 47] and it is necessary that he be named,  
individually and/or as class representative  
defendant. Said named defendant is a  
County, Georgia.

3.

Defendants amend paragraph 11 of the  
ing that J. R. Westbrook is a member of  
and is a necessary party, individually  
representative of this organization. Defendant  
of Bibb County, Georgia.

4.

Petitioners amend paragraph 12 of the  
ing that C. J. Brice is a member of said  
tion and is a necessary party, individually  
representative of said organization. Defendant  
of Bibb County, Georgia.

5.

Petitioners amend paragraph 13 of the  
ing that H. H. Dent is a member of  
is a necessary party defendant, individually  
representative of said defendant. H. H. Dent  
of Bibb County, Georgia.

6.

Petitioners amend paragraph 14 of the  
ing that T. J. Roberts is a member of  
is a necessary party defendant, individually  
representative of said defendant. T. J. Roberts  
of Bibb County, Georgia.

7.

Petitioners amend paragraph 15 by alleging that [fol. 48] Chapman is a member of said defendant organization and is a necessary party defendant, individually and/or as class representative of said defendant. Chapman is a resident of Bibb County, Georgia.

8.

Petitioners amend paragraph 16 by alleging that Craig is a member of said defendant organization and is a necessary party defendant, individually and/or as class representative thereof. Lewis Craig is a resident of Bibb County, Georgia.

9.

Petitioners amend paragraph 17 of the petition leging that J. D. Avera is a member of said defendant organization and is a necessary party, individually and/or as class representative thereof. J. D. Avera is a resident of Bibb County, Georgia.

10.

Petitioners amend paragraph 18 of the petition leging that R. K. Lanfair is a member of said defendant organization and is a necessary party defendant, individually and/or as class representative thereof. R. K. Lanfair is a resident of Bibb County, Georgia.

11.

Petitioners amend paragraph 19 of the petition leging that E. V. Peed is a member of said defendant organization and is a necessary party, individually and/or as class representative thereof. E. V. Peed is a resident of Bibb County, Georgia.

12.

Petitioners amend paragraph 20 of the petition leging that F. O. Dasher is a member of said defendant organization [fol. 49] and is a necessary party, individually and/or as class representative of said defendant. F. O. Dasher is a resident of Bibb County, Georgia.

## 13.

Petitioners amend paragraph 23 of the petition by alleging that T. W. Grimmett is a member of said organization and is a necessary party defendant, individually and/or as class representative thereof. T. W. Grimmett is a resident of Bibb County, Georgia.

## 14.

Petitioners amend paragraph 24 of the petition by alleging that T. J. Dame is a member of said organization and is a necessary party, individually and/or as class representative thereof. T. J. Dame is a resident of Bibb County, Georgia.

Wherefore, Petitioners pray that this amendment be allowed and filed and that said defendants named therein be made parties defendant, individually and/or as representatives of said organizations, and that a rule nisi issue requiring defendants to show cause before the court at a time and place to be fixed by the court why they should not be made parties defendant and why the relief prayed in the petition should not be granted.

T. Arnold Jacobs, Attorney for Petitioners.

*Duly sworn to by J. M. Payne, jurat omitted in printing.*

[fol. 50] [File Endorsement Omitted]

The foregoing amendment being presented to the court, it is, after consideration thereof, ordered that said amendment be allowed and filed, subject to the right of defendants to demur or object thereto on legal grounds.

Ordered that the defendants show cause before the court on the 24th day of July, 1953, at 10:00 A.M. why they should not be made parties defendant, individually and/or as class representative of the organization in which they are alleged to be members, and why the relief prayed in the petition should not be granted.

Ordered further that a copy of the petition and this amendment be served personally upon the defendants.

So Ordered, this 27th day of June, 1953.

Mallory C. Atkinson, J.S.C.M.C.

[fol. 51]

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA  
Case No. 16537

J. M. PAYNE, MRS. MYRTLE R. WHITE, J. T. DUNCAN,  
CHARLES R. COV, F. P. GRESSETT, J. B. SHELTON, JOSEPHINE S. CHAMBERS, S. B. STREET, J. W. SIMPSON and  
A. G. HYDER, as Petitioners

and

CHARLES L. BRADFORD, HAZEL E. COBB, R. O. COOK, J. H.  
DAVIS, R. N. DURVIN, MRS. ELIZABETH FERGUSON, T. P.  
FERGUSON, MRS. EDNA G. FRITSCHEL, D. E. HUMPHRIES,  
MISS N. M. LOOPER, C. H. MILLER, WILLIAM H. TRENTHAM,  
A. G. WARD, JR., MARY INEZ WILLIAMS, MRS. M. S.  
WALKER, THOMAS E. BROWN and ROBERT D. YOUNG, As  
Intervenors

—vs.—

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY; SOUTHERN RAILWAY COMPANY; CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY; ALABAMA GREAT SOUTHERN RAILROAD COMPANY; NEW ORLEANS AND NORTHWESTERN RAILROAD COMPANY; CAROLINA AND NORTHWESTERN RAILWAY COMPANY; NEW ORLEANS TERMINAL COMPANY; ST. JOHNS RIVER TERMINAL COMPANY; HARRIMAN AND NORTHEASTERN RAILROAD COMPANY; EASTERN RAILROAD COMPANY; INTERNATIONAL ASSOCIATION OF MACHINISTS; In-

[fol. 52]

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS AND HELPERS OF AMERICA; INTERNATIONAL BROTHERHOOD OF BLACKSMITHS, DROP FORGERS AND HELPERS; SHEET METAL WORKERS INTERNATIONAL ASSOCIATION; INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS; BROTHERHOOD OF RAILWAY CARMEN OF AMERICA; INTERNATIONAL BROTHERHOOD OF FIREMEN, OILERS, HELPERS, ROUNDHOUSE AND RAILWAY SHOP LABORERS; BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES; BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES; ORDER OF RAILROAD TELEGRAPHERS; BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA; NATIONAL ORGANIZATION MASTERS, MATES AND PILOTS; NATIONAL MARINE ENGINEERS BENEFICIAL ASSOCIATION; AMERICAN TRAIN DISPATCHERS ASSOCIATION; and RAILROAD YARDMASTERS OF AMERICA

SECOND AMENDMENT TO PETITION—Filed June 27, 1953

Now come the petitioners in the above-stated case, in their own behalf, and in behalf of others similarly situated, [fol. 53] heretofore allowed to intervene or who may be hereafter allowed to intervene, and amend the petition heretofore filed in the following manner, to-wit,

1.

Petitioners allege that the labor organizations named as defendants in the petition in paragraphs 10 through 24 inclusive are voluntary and unincorporated associations, having memberships so numerous to make it impossible to serve each individual member. These defendant associations heretofore referred to have not conformed with Section 22-412 through 22-414 of the Georgia Code, and are not subject to be sued as an entity. All officers and members of each defendant association hereinbefore referred to are parties interested in and affected by this action. The entire membership of the defendant associations is unknown to petitioners, impossible of ascertainment, and the members of these organizations are so numerous as to make it impossible and impracticable to serve each member, and this could not be done without interminable delay, and the ends of justice would be defeated if petitioners should be required to serve each individual member of various associations named herein as defendants.

2.

Petitioners allege that the defendant labor associations were represented by certain officials and agents in the execution of the contract complained of, these agents and representatives of each labor association named as defendants herein represented the entire membership of each [fol. 54] organization, acting for and representing each and every member of said associations in the execution of the contract complained of by petitioners.

3.

Petitioners allege that the officers and agents of each individual labor association named as a defendant undertook

to act and represent each and every member of said association who might be in any way interested in or affected by the execution of the aforesaid contract, and petitioners allege that the agents and officials so representing the various labor organizations are subject to be made parties and served as representatives of said organizations as provided by Section 37-1002 of the Georgia Code, which provides for the naming and serving of class representatives in such case.

## 4.

Petitioners allege that a large number of the agents and members of the organizations named as defendants in paragraphs 10 through 24 inclusive are non-residents of the State of Georgia, and petitioners pray that the persons named in this amendment as representatives of the various labor organizations be made defendants individually and/or as representatives of the organizations for whom they acted in making the contract complained of, and petitioners pray that they do be named such representatives and that service be made upon the defendant organizations by serving these representatives, and petitioners further pray that an order be made by the court authorizing service by publication upon the non-resident persons named in this amendment.

[fol. 55]

## 5.

Petitioners amend paragraph 10 by designating the representatives of the defendant organization named in this paragraph upon whom service is to be made to represent the organization, naming as representatives the following:

(a) Earl Melton, General Vice President, whose only known address is 1704 Second Ave., West Birmingham 8, Alabama.

(b) L.C. Ritter, General Chairman, whose only known address is Soinerset, Kentucky (Box 102).

## 6.

Petitioners amend paragraph 11 by naming and defining the following persons individually and as representatives of the organization named in this paragraph,

(a) Charles J. MacGowan, International President whose only known address is .....

(b) Norman Dugger, General Chairman, whose known address is 218 Central Avenue South, Louisville, Kentucky.

## 7.

Petitioners amend paragraph 12 by adding thereto the representatives who acted for and in behalf of this association in executing the contract complained of and naming the following persons as defendants individually and as representatives of said organization:

(a) John Pelkafer, General President, whose only known address is .....

(b) T.B. Steadman, General Chairman, whose known address is 158 Cleveland Park Dr., Spartanburg, S.C.

[fol. 56]

## 8.

Petitioners amend paragraph 13 by adding thereto the following:

That in making the contract complained of, this defendant organization was represented by certain agents and officials named and petitioners pray that these persons be named defendants individually and/or as representatives of the organization named as defendant, the person designated as representatives of said defendant being as follows:

(a) C.D. Bruns, General Vice President, whose known address is .....

(b) W.G. Roberts, General Chairman, whose only known address is 904 Capitol Avenue S.E., Atlanta, Georgia.

## 9.

Petitioners amend paragraph 14 by adding thereto the following:

That said association named in this paragraph as defendant was represented in the execution of the contract by certain named officials, and petitioners pray that these named persons be made defendants individually and/or as representatives of said organization, the persons named as representatives being as follows:

(a) J.J. Duffy, International Vice President, whose only known address is .....

(b) B.R. Acuff, General Chairman, whose only known address is Rt. 11, Fountain City Branch, Knoxville 18, Tenn.

## 10.

Petitioners amend paragraph 15 of the petition by adding thereto the following:

[fol. 57] That the defendant named in this paragraph in the execution of the contract complained of was represented by certain named officials of this organization, and petitioners pray that the following named persons individually and as representatives of said organization be named defendants, the persons designated as representatives of this organization being as follows:

(a) Irvin Barney, General President, whose only known address is .....

(b) W.W. Dyke, General Chairman, whose only known address is 1122 Minnesota Avenue Northwest, Knoxville, Tenn.

## 11.

Petitioners amend paragraph 16 by adding thereto the following:

The defendant organization named in this paragraph in the execution of the contract complained of was represented

by certain named officials, acting for and on behalf of the organization, and petitioners pray that the following persons individually and/or as representatives of the defendant organization be named and served as representatives, said representatives being as follows:

(a) Anthony Matz, President, whose only known address is .....

(b) J.H. Desotell, General Chairman, whose only known address is 1812 Second Ave. North, Irondale 10, A.....

### 12.

Petitioners amend paragraph 17 by adding the following:

[fol. 58] This defendant organization in the execution of the contract complained of was represented by certain officials of this organization, and petitioners pray that the following persons be designated defendants individually and/or as representatives of this defendant organization, the persons designated as representatives being as follows:

(a) George M. Harrison, Grand President, whose only known address is .....

(b) G.A. Link, General Chairman, whose only known address is 1208 Independence Building, Charlotte 2, N.C.

### 13.

Petitioners amend paragraph 18 by adding the following:

That the organization named as defendant in the preceding paragraph in the execution of this contract complained of was represented by certain officials, and petitioners pray that these individuals be made defendants individually and/or as representatives of said organization, the persons designated as defendants and as representatives of the organization being as follows:

(a) J.P. Alexander, General Chairman, whose only known address is 206 Williams St. Hattiesburg, Miss.

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(b) G.W. Ball, General Chairman, whose only known address is 125 Ash Street, Ludlow, Kentucky.

14.

Petitioners amend paragraph 19 by adding thereto the following:

[fol. 59] That the defendant named in this paragraph the execution of the contract complained of was represented by certain named officials, and petitioners pray that the named officials be named defendant individually and/or representatives of said defendant organization, the person named as representatives of this organization being follows:

(a) F.G. Gardner, General Chairman, whose only known address is P.O. Box 2, Emory Gap, Tennessee.

(b) H.R. Duensing, General Chairman, whose only known address is St. Matthews, South Carolina.

15.

Petitioners amend paragraph 20 by adding thereto the following:

That said organization in the execution of the contract complained of was represented by certain named officials and petitioners pray that these named individuals be made defendants individually and/or as representatives of said organization, the individuals named as representatives being as follows:

(a) Jesse Clark, Grand President, whose only known address is

(b) E.C. Melton, General Chairman, whose only known address is 1704 Second Avenue West, Birmingham 8,

16.

Petitioners amend paragraph 21 by alleging that organization named as defendant in this paragraph in the execution of the contract complained of was repre-

by certain named officials, and petitioners pray [fol. 60] named persons be named defendants in and/or as representatives of the organization in the persons named as representatives being:

(a) B.T. Hurst, General Chairman, whose address is 601 Portlock Building, Norfolk, Virginia

(b) John M. Bishop, Secretary-Treasurer, known address is 1420 New York Ave., N.W., Washington, D.C.

## 17.

Petitioners amend paragraph 22 by adding following:

The defendant organization named in this paragraph, in the execution of the contract complained of was represented by certain named officials, and petitioners pray that these named individuals be made parties defendant individually and/or as representatives of the defendant organization, the persons named as representatives of said organization being:

(a) W.L. Ball, General Chairman, whose address is 602 Portlock Building, Norfolk, Virginia

(b) William O. Holmes, Secretary-Treasurer, known address is 132 Third St. S.E., Washington

## 18.

Petitioners amend paragraph 23 by adding following:

That the defendant organization named in this paragraph, in the execution of the contract complained of was represented by certain named officials, and petitioners pray that these named individuals be made parties defendant individually and/or as representatives of the defendant organization, the persons named as representatives being:

[fol. 61] (a) O. H. Brasese, President, whose address is .....

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(b) R. M. Crawford, General Chairman, whose known address is 2102 East Elm St., New Albany, Indiana.

19.

Petitioners amend paragraph 24 by adding thereto the following:

That the organization named as defendant in this paragraph in the execution of the contract complained of represented by certain officials of said organization, petitioners pray that these named individuals be defendants individually and/or as representatives of defendant organization, the individuals named as representatives being:

(a) M. G. Schoch, President, whose only known address is .....

(b) H. E. Ivey, General Chairman, whose only known address is 1458 Carroll Dr., N.W., Atlanta, Ga.

20.

Petitioners allege that the parties named as of these various defendant labor organizations, who for said organizations in the execution of the contract complained of, represented all members of the various associations, each of whom had a common interest in the contract and are interested in and may be affected by action, and petitioners allege that it being impossible to serve each member of these various organizations to [fol. 62] members of their various associations and it is necessary that a representative be served and designated defendant to represent all members of each organization so represented by the individuals named in this petition as representatives of each organization.

21.

Petitioners allege that it is necessary in this case to serve the defendants and their representatives by publication, and petitioners pray that an order of this

be made directing and providing that service effected by publication in the manner prescribed by the laws of this State.

Wherefore, Petitioners pray that this application be allowed and ordered filed as part of the record, that the petitioners have the relief prayed and that the parties be designated and named defendants and that service be perfected by publication, and that the petitioners have all other and further relief prayed in the petition.

T. Arnold Jacobs, Attorney for Petitioners  
*Duly sworn to by J. M. Payne, jurat omitted*

[fol. 63] The foregoing amendment being presented to the court, after consideration thereof, the same is allowed and ordered filed as part of the record, to the right of defendants to demur or object to the legal grounds.

It appearing to the court that the said defendants are labor organizations, and the individual members individually and/or as class representatives of the organization are non-residents of the state of Georgia, it is ordered that service upon these non-resident defendants be perfected by publication in accordance with Section 37-1002 of the Supplement of the Code of Georgia.

Further ordered that the non-resident defendants herein, individually and/or as class representatives of their respective organizations, show cause before the court in sixty days of the date of this order why they should not be made defendants, individually and/or as class representatives of their respective organizations, as prescribed by Section 37-1002 of the Code of Georgia. It is further ordered that defendants show cause why the relief prayed in the petition should not be granted.

Ordered, further that process be published within the ensuing sixty days, said publication to be

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in this amendment.

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of Georgia. Further-  
y the relief prayed

ublished four times  
publication to be at

least seven days apart as prescribed by Section  
of the Georgia Code.

And It Is So Ordered, this June 27th, 1953.

Mallory C. Atkinson, J.S.

Filed in Office 27 day of June, 1953.

Lillian Lavine, Dep. Clerk.

[fol. 64]

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION  
Civil Action No. 1044

J. M. PAYNE, MRS. MYRTLE R. WHITE, J. T.  
CHARLES R. COX, F. P. GRESSETT, J. B. SHEP-  
PHINE S. CHAMBERS, S. B. STREET, J. W. S.  
A. G. RYDER, Plaintiffs,

—v.—

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANIES  
ERN RAILWAY COMPANY, CINCINNATI, NEW ORLEANS  
TEXAS PACIFIC RAILWAY, ALABAMA GREAT  
RAILROAD COMPANY, NEW ORLEANS AND NO. 1  
RAILROAD COMPANY, CAROLINA AND NORTHWEST  
WAY COMPANY, NEW ORLEANS TERMINAL COMPANY,  
JOHNS RIVER TERMINAL COMPANY, HARRIMAN  
EASTERN RAILROAD COMPANY, INTERNATIONAL  
OF MACHINISTS, INTERNATIONAL BROTHERHOOD  
MAKERS, IRON SHIP BUILDERS AND HELPERS  
INTERNATIONAL BROTHERHOOD OF BLACKSMITHS,  
FORGERS AND HELPERS, SHEET METAL WORKERS  
NATIONAL ASSOCIATION, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, BROTHERHOOD OF RAILROAD  
MEN OF AMERICA, INTERNATIONAL BROTHERHOOD  
MEN, OILERS, HELPERS, ROUNDHOUSE AND RAILROAD

[fol. 65]

LABORERS, BROTHERHOOD OF RAILWAY AND  
CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION

PLOYEES, BROTHERHOOD OF MAINTENANCE  
PLOYEES, ORDER OF RAILROAD TELEGRAPHERS,  
OF RAILROAD SIGNALMEN OF AMERICA, NATION  
TION MASTERS, MATES AND PILOTS, NATION  
GINEERS BENEFICIAL ASSOCIATION, AMER  
PATCHERS ASSOCIATION AND RAILROAD  
AMERICA, Defendants.

PETITION FOR REMOVAL OF ACTION FILED  
SUPERIOR COURT, BIBB COUNTY, GEORGIA

To the Honorable the United States District  
Middle District of Georgia, Macon Division:

Your petitioners, the undersigned defendants in the  
above-entitled action, respectfully show:

1. That there are no defendants to the  
your petitioners and the Southern Railways  
panies, namely, the Georgia Southern and  
way Company, Southern Railway Company,  
New Orleans and Texas Pacific Railway,  
Southern Railroad Company, New Orleans  
ern Railroad Company, Carolina and No  
way Company, New Orleans Terminal Com  
River Terminal Company and Harriman and  
Railroad Company. All of said named  
united in ownership and management and  
collectively referred to as the Southern  
Lines. Although nominally named as defendants  
the nine named companies members of the  
way System Lines have, for the reasons  
[fol. 66] forth in paragraph 6 hereof,  
the controversy presented that are subst  
with those of the plaintiffs. Your petitioners  
stitute all the defendants to the said action  
the additional nominal defendants are no  
ties to the petition. Your petitioners are  
international railway labor organizations  
thorized and designated representatives  
of the nine named companies members of the

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FROM THE  
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istrict Court for the  
Division:

defendants in the

this action except  
lway System com-  
and Florida Rail-  
pany, Cincinnati,  
ay, Alabama Great  
ans and Northeast-  
Northwestern Rail-  
Company, St. Johns  
n and Northeastern  
ned companies are  
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rn Railway System  
s defendants all of  
the Southern Rail-  
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f, real interests in  
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rs are national and  
ons and are duly au-  
ves of the employees  
of the Southern Rail-

way System Lines of their respective crafts ar-  
pursuant to Section 2 of the Railway Labor Ac-  
Title 45, Section 152).

2. That this action has been commenced aga-  
petitioners in a court of the State of Georgia, na-  
Superior Court, Bibb County, by the plainti-  
named, that this action is of a civil nature, being  
wherein the plaintiffs ask the court to enjoin the  
dants from performing or enforcing or attem-  
enforce the terms and provisions of a union shop  
ment entered into on February 27, 1953, between  
petitioners and eight of the nominal defendants,  
the named companies members of the Southern  
System Lines except the Carolina and Northwest-  
road Company, a copy of which agreement is attached  
the complaint as Exhibit A, and for other further  
relief. The Carolina and Northwestern Railroad  
entered into a substantially similar agreement on  
1, 1953 with four of the petitioner labor orga-  
namely, Brotherhood of Railway and Steamship  
Freight Handlers, Express and Station Employes,  
Brotherhood of Maintenance of Way Employes, The  
Railroad Telegraphers and American Train  
Association.

3. Your petitioners further state that, as [fol. 67] appears from the specific facts set forth in paragraph 6 hereof, the amount in dispute in this action is the sum of Three Thousand Dollars (\$3,000), exclusive of interest and costs; that this is an action of a character of which the District Courts of the United States have original jurisdiction, and arises under the Constitution and laws of the United States; that as appears from the plaintiffs' complaint herein, a copy of which, together with all other process, pleadings and orders served upon the defendants, is hereto attached, the plaintiffs base their claim for relief against the defendants upon the Constitution and statutes of the United States; more specifically, paragraphs 51, 52 and 53 of said complaint plainly show that the above described union shop agreement entered into on February 27, 1953, violates the Fifth

teenth Amendments to the Constitution of the United States in that it deprives the plaintiffs of liberty and property without due process of law; and further, said union shop agreement was in fact, as is shown from the reference in Section 10 thereof to Emergency Board No. 98, and in Section 11 thereof to the Railway Labor Act, as amended, and made and entered into pursuant to the recommendations of Emergency Board No. 98 appointed by the President of the United States and pursuant to the provisions of Section 2, Eleventh of the Railway Labor Act, as amended by the Act of January 10, 1951 (64 Stat. 1238; U.S.C. title 45, Section 152, Eleventh) providing that

"Notwithstanding any other provision of this Act, or of any other statute or law of the United States, or Territory thereof, or of any State, any carrier or carriers as defined in this Act and a labor organization [fol. 68] or labor organizations duly designated and authorized to represent employees in accordance with the requirements of this Act shall be permitted—"

to make such agreements as that between your petitioners and the Southern Railway System Lines, and the performance and enforcement of which the plaintiffs seek by this action to enjoin, and all rights which the plaintiffs assert are wholly dependent upon the invalidity of said Act of Congress under the Constitution of the United States or its ineffectiveness to carry out its stated purposes; insofar as plaintiffs predicate any rights upon the laws of the State of Georgia such rights are wholly dependent upon the invalidity of said Act of Congress under the Constitution of the United States and the inability of Congress to make effective its stated purpose to permit, notwithstanding the provisions of any statute or law of any state, the making of such agreements as that the performance or enforcement of which the plaintiffs seek to enjoin.

4. Your petitioners further state that this action is of a civil nature, of which the District Courts of the United States have original jurisdiction, in that it arises under an Act of Congress regulating commerce and regulating com-

merce between the states, namely, the aforesaid Railway Labor Act.

5. Your petitioners further allege that the action was commenced by the service of process upon petitioners on the 10th day of June, 1953, and that the time has not elapsed within which they are allowed to file this petition for removal of action to this Court.

6. Your petitioners further state that the real interests of each and all of the nominal defendants, the nine railway companies members of the Southern Railway System [fol. 69] Lines, are aligned with those of the plaintiffs by virtue of the following facts: Pursuant to the provisions of the Railway Labor Act the duly authorized and designated representatives under that Act of seventeen classes and crafts of non-operating railway employees, on February 5, 1951, served a uniform notice upon the railroads generally throughout the United States, including each of the nine railway companies members of the Southern Railway System Lines named as nominal defendants herein, proposing the making of union shop and check off agreements drawn substantially in the language of Section 2, Eleventh of the Railway Labor Act permitting such agreements; the dispute arising from this proposal remained unsettled on a preponderant proportion of the railways throughout the country, including the aforesaid nine nominal defendants, on November 15, 1951, and the President of the United States thereupon on that date appointed Emergency Board No. 98 pursuant to Section 10 of the Railway Labor Act (U.S.C. Title 45, Section 160) to investigate the dispute and to report thereon to him. The aforesaid nominal defendants, among other carriers, appeared before said Emergency Board, urging said Board to recommend against the making of any union shop agreements, taking a position substantially identical to that taken by the plaintiffs in this action. On February 14, 1952, Emergency Board No. 98 made its report to the President recommending that all carrier parties before it enter into a joint national agreement with the seventeen organizations represented through their Employes' National Conference Committee providing for a union shop

and check off of dues substantially along the lines proposed by the employee organizations, with certain recommended modifications. The employee organizations, through the Employes' National Conference Committee, notified the President and the representatives of the carriers of their acceptance of the recommendations of the Emergency Board [fol. 70] and called upon the carrier representatives to join with them in carrying out those recommendations. The carrier representatives refused to do so and in consequence no joint national agreement has been made. However, the great majority of the carriers throughout the country, exceeding 250 in number, have made agreements individually with the Employes' National Conference Committee substantially on the terms recommended by the Emergency Board. The aforesaid nominal defendants however until February 27, 1953, and the Carolina and Northwestern Railroad Company until April 1, 1953, steadfastly refused to make any such agreement, and agreed to agreements on those dates with great reluctance, after 90 to 95% of the railroad mileage throughout the country was already covered by union shop agreements, and then only through fear that their continued refusal to enter into such agreements might result in an interruption of their operations. The interest and desire of the nominal defendants in being relieved of the terms of the agreements with your petitioners would be completely served by the granting of the relief prayed for by plaintiffs. On May 19, 1953, one day after the commencement of an action in the Superior Court of Guilford County, North Carolina, by G. D. Atwell, an employee of the defendant Southern Railway Company, against said company and your petitioners, seeking to enjoin enforcement of the same union shop agreement of February 27, as is involved in the present action, upon substantially the same basis as relief is sought in this suit, the President of the defendant Southern Railway Company explained to its stockholders that the said union shop agreement had been made reluctantly and out of necessity, after years of strenuous resistance, after resisting to the end and only after having painstakingly explored all alternative possibilities and only after having been advised

the only action with any possibility of success would have [fol. 71] to be a legal action initiated by individual employees to test the legality of the agreement; and he referred to the aforementioned suit by Atwell as constituting such an action. He further stated that the defendant Southern Railway Company had always believed that the union shop was wrong in principle and still does. Upon the removal of the aforementioned suit by Atwell to the United States District Court for the Middle District of North Carolina, Greensboro Division, where it was docketed as Civil Action No. 754, the defendant Southern Railway Company filed an answer wherein it recites the history of its opposition to the union shop, beginning with its activities in appearing before committees of Congress and vigorously opposing legalization of the union shop, its refusal after the adoption of the union shop amendment to the Railway Labor Act to accede to demands of the petitioners for such agreements, its opposition before Emergency Board No. 98, and its final signing of such a agreement on February 27, 1953 in order to avoid a long and costly strike despite the fact that the defendant Southern Railway Company then believed and still believes that such agreements are "unsound and improper and are subject to question as to their validity and legality." The aforesaid nominal defendants have further shown by their refusal to join in this petition that their purpose in this action is not to defend the validity of the agreement but to give such assistance as they can to the support of the plaintiffs' cause.

7. Your petitioners further state that the amount in dispute in this action exceeds the sum of Three Thousand Dollars (\$3,000), exclusive of interests and costs by virtue [fol. 72] of the following facts: Each of the plaintiffs has rights of employment and seniority rights of a value greatly in excess of Three Thousand Dollars (\$3,000) which would be lost to him or her should he or she persist in his or her refusal to join or maintain membership in one of the petitioning labor organizations as plaintiffs allege will be the result if the injunctive relief prayed in this action is not granted. Each of the petitioning labor

organizations is by virtue of the union shop agreement here involved, assured the collection of dues greater in excess of Three Thousand Dollars (\$3,000) which would be lost to it should the agreements be held invalid or unenforceable.

8. Your petitioners file herewith a good and sufficient bond under the statutes in such cases made and provided conditioned as the law directs, and that they will pay the payment of all costs and disbursements incurred by them in these removal proceedings, if this Court shall determine that this action was not removable or was improperly removed thereto.

Wherefore, the defendants, your petitioners, pray that this cause be removed to this, the United States District Court for the Middle District of Georgia, Macon Division.

International Association of Machinists; International Brotherhood of Boilermakers, Iron and Steel Workers and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; Sheet Metal Workers International Association; International Brotherhood of Electrical Workers; Brotherhood of Railway Employees of America; International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Shop Laborers; Brotherhood of Railway Steamship Clerks, Freight Handlers, Express Station Employees; Brotherhood of Maintenance of Way Employees; Order of Railroad Telegraphers; Brotherhood of Railroad Signalmen; America; National Organization Masters; Masters and Pilots; National Marine Engineers Beneficial Association; American Train Dispatchers Association; Railroad Yardmasters of America. Walter J. Grace, 301 Persons Building, Milledgeville, Georgia; Lester P. Schoene, Milton Kramer, Schoene and Kramer, 1625 K Street, N.W., Washington 6, D.C.; Clarence M. Mulholland, Edward J. Hickey, Jr., Mulholland, Robie & Hickey, Tenth Street Building, Washington 5, D.C., Attorneys for Petitioners.

[fol. 85]

IN THE SUPERIOR COURT OF BIBB COUNTY  
STATE OF GEORGIA

Civil Division

No. 16537

J. M. PAYNE, et al., Plaintiffs,

—v.—

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY,  
et al., Defendants.

## ANSWER OF RAILROAD DEFENDANTS—Filed June 29, 1953

Now come the defendants Georgia Southern and Florida Railway Company, Southern Railway Company, The Cincinnati, New Orleans and Texas Pacific Railway Company, The Alabama Great Southern Railroad Company, New Orleans and Northeastern Railroad Company, Carolina and Northwestern Railway Company, The New Orleans Terminal Company, St. Johns River Terminal Company, and Harriman and Northeastern Railroad Company, herein-after sometimes called railroad defendants, and by way of answer to plaintiffs' petition say:

## I.

Railroad defendants admit the allegations of Paragraphs 1 to 9, inclusive, of the petition except that they say The [fol. 86] Cincinnati, New Orleans and Texas Pacific, Railway Company does not operate in the State of Georgia, and the railroad defendants other than Georgia Southern and Florida Railway Company and Southern Railway Company, do not have an office and agent in the State of Georgia.

## II.

Railroad defendants admit the allegations of Paragraphs 10 to 20, inclusive, of the petition.

## III.

Railroad defendants are without knowledge information sufficient to form a belief as to the allegations of paragraphs 21 and 22 of the petition.

## IV.

Railroad defendants admit the allegations of paragraphs 23 to 33, inclusive, of the petition except that J. W. Simpson referred to in paragraph 32 is an "employee" rather than a "member" of St. Johns River Terminal Company, and the seniority of J. B. Shelton dated February 5, 1925, the seniority of Josephine S. Hyder dates from November 22, 1920, and the seniority of Hyder dates from January 15, 1924.

## V.

Railroad defendants admit the allegations of paragraphs 34 and 35 of the petition except that they say employees are subject to discharge only if they do not comply with the requirements of the "Union Shop Agreement" attached to the petition as Exhibit "A", or of the Agreement attached hereto as Exhibit "1" insofar as Illinois & Northwestern Railway Company employees are concerned.

## VI.

Railroad defendants are without knowledge [fol. 87] of information sufficient to form a belief as to the allegations of paragraph 36 of the petition.

## VII.

By way of answer to paragraph 37 of the petition railroad defendants say that such of petitioners as comply with the requirements of the said Union Shop Agreements will be subject to discharge if the same are enforced.

## VIII.

Railroad defendants admit the allegations of paragraphs 38 to 40, inclusive, to the petition.

## IX.

Railroad defendants admit the allegations of paragraph 41 of the petition, except that defendant Carolina and Northwestern Railway Company did not sign the agreement of February 27, 1953, attached to the petition Exhibit "A", but did sign a similar agreement on April 1953, effective April 15, 1953. This agreement is substantially the same as the agreement of February 27, 1953, signed by the other railroad defendants except that coverage is limited to certain crafts represented only by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, Brotherhood of Maintenance of Way Employees, Order of Railroad Telegraphers, and American Train Dispatchers Association. A copy of the agreement made by the defendant Carolina and Northwestern Railway Company marked Exhibit "1", is attached hereto and made a part hereof, if fully and completely set forth herein.

## X.

Railroad defendants admit the allegations of Paragraph [fol. 88] 42 of the petition with respect to both Union Shop Agreements.

## XI.

Railroad defendants admit the allegations of paragraph 43 with respect to both Union Shop Agreements, but further say that the provisions of Section 10 of the said agreements have not been made effective as provided in paragraph (b) of said Section 10.

## XII.

Railroad defendants admit the allegations of paragraph 44 of the petition.

## XIII.

Railroad defendants are advised that paragraphs 45 to inclusive, of the petition consist of allegations or conclusions of law which they are not required to answer.

## XIV.

By way of answer to paragraph 57 of the petition railroad defendants deny that petitioners are not parties to the said Union Shop Agreement, as alleged in (a) thereof, and further say that the agreement made on their behalf by the several defendant organizations as their duly authorized representatives pursuant to the provisions of the Railway Labor Act, U. S. C. § 151 *et seq.* Railroad defendants further say that they are without knowledge or information sufficient to form a belief as to the allegations that petitioners were given an opportunity to be heard or voice their approval or disapproval of such an agreement insofar as defendant labor organizations are concerned, but the allegations as to the respective employing railroads. Railroad defendants are advised that [fol. 89] paragraph 57 consists of allegations of law which they are not required to answer.

## XV.

Railroad defendants are advised that paragraphs 58 through 60, inclusive, of the petition consist of allegations of law which they are not required to answer.

## XVI.

Further answering plaintiffs' petition herein railroad defendants say:

1. The Railway Labor Act, 45 U.S.C. § 152, Fifth, prior to the amendment thereto herein mentioned, specifically forbade agreements by carriers to require employees as a condition of employment to join or not to join a labor organization. In Congress a bill was introduced to amend the Railway Labor Act to permit such agreements pertaining to membership. Representatives of railroad defendants and other carriers appeared before committees of Congress and vigorously opposed the passage of such a bill. The bill was then being advocated by representatives of defendant unions herein. On January 10, 1951, ne-

the petition, railroad companies not parties to the agreement, and in paragraph 10 it is said that agreements were made between redundant labor organizations and representatives acting under the provisions of the Labor Act, 45 U.S.C. § 141 et seq., and further say that the agreements were not sufficient to bind the railroads, and that the railroads were not bound by them because their approval was not obtained as the defense of the railroads. It is denied that the railroads did not deny these allegations or that they did not appear in other respects than those mentioned in the petition.

paragraphs 58 to  
gations or con-  
ed to answer.

herein, Railroad

152, Paragraph  
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carriers which  
of employment  
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the Railway Labor  
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defendants and  
es of Congress  
such a bill, which  
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1, nevertheless,

Congress passed a bill which amended the Railway Act so as to permit carriers and labor organizations designated and authorized to represent employees, to agreements requiring, as a condition of continued employment, that all employees shall become members of a organization representing their class or craft and to agreements providing for the deduction by such carriers from the wages of employees in a craft or class and payment to the labor organizations representing the class or craft of such employees, of any periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring [fol. 90] retaining membership. A copy of such amendment Paragraph Eleventh in Section 2 of the Railway Act (45 U. S. C. § 152, Par. Eleventh) is annexed hereto marked Exhibit "2". This amendment by its terms makes it permissive for carriers and labor organizations to execute agreements providing for the union shop, to collect union dues, fees and assessments from its employees, requiring, as penalty for failure of such employee to become a member of the union and to pay or tender union dues, fees and assessments to the union, dismissal by employer of such employee, "notwithstanding any provision of this Act, or of any other statute or law of the United States, or Territory thereof, or of any State,

2. Upon the amendment of the Railway Labor Act  
mitting union shop and check-off agreements as afo-  
re notice and demand so to amend their respective  
agreements to include provisions requiring the same  
served upon railroad defendants by the defendant u-  
herein. Concurrent demand similarly made by such u-  
upon a large number of railroads resulted in a re-  
on the part of railroad defendants and other carriers  
consent so to amend their agreements. Thereupon, fu-  
negotiations and proceedings in mediation before the  
tional Mediation Board having failed to dispose of  
controversy, the President of the United States appo-  
an Emergency Board to hear and report upon the  
troversy. Railroad defendants appeared before said B

and earnestly opposed any finding that it should be held that any such union shop and check-off agreement was recommended by the Emergency Board dated [fol. 91] 1952, substantially supported the demands with respect to said union shop and check-off agreements. Thereafter many of the railroads in the South, under duress of economic force, as railroad defendants had reason to believe, executed such an agreement.

3. On February 25, 1953, and on dates subsequently, demand was again made upon railroad defendants (other than Carolina and Northwestern Railroad) by the defendant unions that a union shop and check-off agreement in exact form as annexed to plaintiff's complaint as Exhibit "A" and without change of any word or portion thereof be immediately executed by the railroad defendants and put into effect, and unless same was done, strike of employees and cessation of operations of the said defendant railroads would result and be made effective. Said railroads, having been advised that a majority of the Southern and Western railway carriers and a number of other railroads operating in the Southeast, including carriers which compete with said defendant railroads, had executed proposed union shop and check-off agreements, the defendant unions, decided as a practical matter, it was necessary to execute the agreement in order to prevent what then appeared to be a probable long and costly strike which would be extremely damaging to the railroads and to the interests of the public. Plaintiff does not believe, and still do believe, that the principles embodied in the proposed union shop agreement are unsound and impractical and subject to question as to their validity and enforceability. The railroad defendants (other than Carolina & Northwestern Company) finally yielded and executed the proposed [fol. 92] shop agreement on February 25, 1953. Subsequent thereto, defendant Carolina and Northwestern Company likewise received a demand for execution of a union shop agreement in substantially the same form as had been executed by the other defendant railroads.

should enter into  
ment. The recom-  
mended February 14,  
the employee de-  
d check-off agree-  
s involved, under  
defendants have  
eement.

subsequent there-  
lroad defendants  
(ailway Company)  
hop and check-off  
plaintiffs' petition  
any work, clause  
ited by said rail-  
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id defendant rail-  
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l entered into the  
reement with the  
real matter it was  
order to avoid what  
and costly strike,  
to said defendant  
lic. Notwithstand-  
ants then believed,  
embodied in said  
improper and are  
and legality, rail-  
Northwestern Rail-  
nted the said union  
27, 1953. Subse-  
Northwestern Rail-  
and that it sign a  
the same form as  
nt railroads herein.

Accordingly, in due course defendant Carolina and western Railway Company met with the representatives of the labor unions and, for the same reasons and the same conditions outlined above with respect to other railroad defendants herein, executed on 1952 the agreement attached hereto as Exhibit "1".

4. Having executed the aforesaid agreements, defendants felt obliged to honor the terms and promises thereof and undertook to perform the agreements required. However, upon receiving service of copy of the Temporary Restraining Order issued by the Superior Court of Bibb County, State of Georgia, dated January 1953, railroad defendants have taken steps fully to conform with the restraints provided therein and will continue to do so as long as the order is outstanding.

5. Railroad defendants further aver that notwithstanding there an actual controversy between the plaintiff defendants over the validity and application of union shop agreements in this case, but there are also cases pending in the courts of other States and of the United States involving like controversies over the validity and application of similar or the same union shop agreements entered into by railroad employers with the defendant unions.

Wherefore, the premises considered railroad defendants do not contest but will faithfully obey, the Temporary Restraining Order heretofore issued by this Honorable Court, and consent to the issuance by this Honorable Court of a temporary injunction as prayed by plaintiffs pending the disposition of this cause of action on its merits, and railroad defendants further pray:

1. That the Court grant its declaratory judgment on the validity of the union shop agreements, attached as Exhibit "A" to the plaintiffs' petition and Exhibit "B" to this answer, under the Constitution, statutes and common law of the State of Georgia and of the United States, and let it declare the respective rights, status and other relations of the parties to said agreements defined herein;

2. And that railroad defendants be herein and given such other and further may be entitled to in law or in equity.

Harris Russell Weaver & Watkins  
Block Hall Groover & Hawkins  
Attorneys for Railroad Defendants

Of Counsel: W. S. Macgill, Box 1808

[fol. 94]

IN THE SUPERIOR COURT OF BROWN

STATE OF GEORGIA

Civil Division

No. 16537

J. M. PAYNE, et al., Plaintiffs

—v.—

GEORGIA SOUTHERN AND FLORIDA RAILROAD  
et al., Defendants.

#### AFFIDAVIT

Now comes Fred A. Burroughs, who deposes and says that he is Assistant General Counsel for the Southern Railway Company and affiliated parties to the Union Shop Agreement of 1953, that he personally participated in all of the negotiations and handling which led to the execution of the Union Shop Agreement. The defendants in this case all as set forth in the complaint of said railroad defendants, a copy of which is hereto attached, made a part hereof as if set out herein, and that the facts set forth in the complaint are true of his own knowledge and belief as to those matters therein set forth on information and belief as to those matters, he believes it to be true.

allowed their costs  
further relief as they

kins, Macon, Georgia,  
ins, Macon, Georgia,  
endants.

08, Washington, D.C.

BIBB COUNTY

aintiffs,

RAILWAY COMPANY,  
S.

who being duly sworn,  
ant Vice President of  
iliated lines which are  
ment of February 27,  
d in or has knowledge  
which led up to the ex-  
ments by the railroad  
forth in the Answer  
of which is attached  
if fully and in detail  
t forth in said answer  
d belief, except as to  
nation and belief, and  
o be true.

This affidavit is made for the purpose of use at  
interlocutory hearings in this cause.

Fred A. Bur

[fol. 95] Sworn and subscribed to before me this  
25th day of June, 1953.

P. K. Howard (N.P. Seal)

Notary Public

My Commission expires May 1, 1955.

[Exhibit 1 is identical to the agreement ap-  
Record Pages 367 to 370] (omitted in printing)

[Exhibit 2 is a copy of "Public Law 914—81st C-  
Chapter 1220—2d Session, S.3295," which is no-  
graph Eleventh in Section 2 of the Railway La-  
(45 U.S.C. §152, Par. Eleventh)] (omitted in pri-

[File endorsement omitted]

[fol. 96] [File endorsement omitted]

IN THE DISTRICT COURT OF THE UNITED STA

FOR THE MIDDLE DISTRICT OF GEORGIA

MACON DIVISION

Civil Action No. 1044

J. M. PAYNE, et al., Plaintiffs,

—v.—

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMP  
et al., Defendants.

MOTION TO REMAND BY RAILROAD DEFENDANT

Filed July 2, 1953

Now come the defendants Georgia Southern and  
Railway Company, Southern Railway Company, T  
cinnati, New Orleans and Texas Pacific Railwa

pany, The Alabama Great Southern Railroad Company, New Orleans and Northeastern Railroad Company, Carolina and Northwestern Railway Company, The New Orleans Terminal Company, St. Johns River Terminal Company, and Harriman and Northeastern Railroad Company, hereinafter sometimes called railroad defendants, and, pursuant to their right so to do, given by Title 28, U.S.C. §1447, move this court to remand this [fol. 97] cause to the Superior Court of Bibb County, State of Georgia, from which it was removed improvidently and without jurisdiction for the following reasons:

1. The defendants in this cause have not all joined in the petition for removal, in that the railroad defendants necessary parties to said petition for removal, did not join therein. The said railroad defendants deny that they are nominal defendants and aligned with the plaintiffs, but say that they are necessary and indispensable parties defendant to the cause of action stated in plaintiffs' petition (hereinafter referred to as bill of complaint) with interests fundamentally different from and adverse to plaintiffs in that they have advised their employees, including plaintiffs, that they will enforce the Union Shop Agreements which defendants have executed, unless restrained from doing so by court of competent jurisdiction, or the said contracts are otherwise declared invalid and unenforceable.
2. The bill of complaint does not show that there is a "separate and independent claim or cause of action" against the defendant petitioners which would be removable if sued upon alone.
3. This is not a controversy between citizens of different states and petitioning defendants have not attempted to remove this case on the grounds of diversity of citizenship.
4. This court is without jurisdiction of the subject matter of this cause since the Norris-La Guardia Act (Act of March 23, 1932; c. 90, Sec. 1, 47 Stat. 70, 29 U.S.C. §§101-115) and other federal statutes deprive this Court

of jurisdiction to hear and determine the merits of this [fol. 98] cause, or to grant the relief sought by the bill of complaint filed in this cause, but such jurisdiction is expressly denied to this Court.

5. The Superior Court of Bibb County, State of Georgia; has power to grant the full, adequate and complete relief sought in the bill of complaint, whereas this court is without power and authority to grant the full, adequate and complete relief sought by plaintiffs.

6. In support of the foregoing motion the railroad defendants hereby refer to the affidavit hereto attached and made a part hereof, and the allegations of the answer of the railroad defendants verified by Fred A. Burroughs, Assistant Vice President of Southern Railway Company, which has been filed in this Court.

Wherefore, railroad defendants pray that this Court remand this case to the Superior Court of Bibb County, State of Georgia, and that a certified copy of its order of remand be mailed by the Clerk of this court to the Clerk of said State Court in order that said State Court may proceed with this case.

Charles J. Bloch, Ellsworth Hall, Jr., Macon, Georgia, Walter A. Harris, H. D. Russell, Macon, Georgia, Attorneys for Railroad Defendants.

Of Counsel, W. S. Macgill, Box 1808, Washington, D. C., Harris, Russell, Weaver & Watkins; Bloch, Hall, Groover & Hawkins.

[fol. 99]

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION  
Civil Action No. 4044

J. M. PAYNE, et al., Plaintiffs,

—v.—

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY,  
et al., Defendants.

AFFIDAVIT

City of Washington  
District of Columbia, ss

W. S. MACGILL, being duly sworn, deposes and says:

1. That he is General Attorney of the defendant Georgia Southern and Florida Railway Company, Southern Railway Company, The Cincinnati, New Orleans and Texas Pacific Railway Company, The Alabama Great Southern Railroad Company, New Orleans and Northeastern Railroad Company, Carolina and Northwestern Railway Company, The New Orleans Terminal Company, St. Johns River Terminal Company, and Harriman and Northeastern Railroad Company, hereinafter called railroad defendants.

2. That to the best of his information, knowledge and belief, the interests of the railroad defendants, in this action are not such as to constitute them nominal defendants or to permit their alignment with the plaintiffs for the purpose of ascertaining whether all necessary parties have joined in the petition for removal.

[fol. 100]

3. That he has read the above and foregoing motion to remand, and that the same is true and correct.

W. S. Maegill

Subscribed and sworn to before me by W. S. Maegill this 30th day of June, 1953.

Hobart R. House, Notary Public, My Commission Expires Nov. 15, 1956.

(N.P. Seal)

Filed in office 3 day of Feb. 1959

Lillian Lavine, Deputy Clerk, Superior Court of Bibb County

[fol. 101] [File endorsement omitted]

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE MIDDLE DISTRICT OF GEORGIA

MACON DIVISION

Civil Action No. 1044

J. M. PAYNE, et al., Plaintiffs,

and

CHARLES L. BRADFORD, et al., Intervenors,

vs.

INTERNATIONAL ASSOCIATION OF MACHINISTS: INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS AND HELPERS OF AMERICA: INTERNATIONAL BROTHERHOOD OF BLACKSMITHS, DROP FORCERS AND HELPERS: SHEET METAL WORKERS INTERNATIONAL ASSOCIATION: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS: BROTHERHOOD OF RAILWAY CARMEN OF AMERICA: INTERNATIONAL BROTHER-

[fol. 102]

HOOD OF FIREMEN, OILERS, HELPERS, ROUNDHOUSE  
 RAILWAY SHOP LABORERS: BROTHERHOOD OF RAILWAY  
 STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS  
 STATION EMPLOYEES: BROTHERHOOD OF MAINTENANCE  
 WAY EMPLOYEES: ORDER OF RAILROAD TELEGRAPHS  
 BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA  
 NATIONAL ORGANIZATION MASTERS, MATES AND PILOTS  
 NATIONAL MARINE ENGINEERS BENEFICIAL ASSOCIATION  
 AMERICAN TRAIN DISPATCHERS ASSOCIATION: and  
 ROAD YARDMASTERS OF AMERICA and GEORGIA SOUTHERN  
 FLORIDA RAILWAY COMPANY, et al., Defendants.

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## MOTION TO REMAND BY ORIGINAL PETITIONERS—Final

July 10, 1953

Now come the original petitioners in their behalf in behalf of others allowed to intervene by the court pursuant to their right so to do given by Title 28, Section 1447, move this court to remand this cause to Superior Court of Bibb County, State of Georgia, which it was removed improvidently and without jurisdiction for the following reasons:

[fol. 103]

1.

The defendants in this cause have not all joined in petition for removal, in that the railroad defendant is necessary parties to said petition for removal, did not therein. Petitioners deny that the railroad defendant nominal defendants and aligned with petitioners, but that they are necessary and indispensable parties defendant to the cause of action stated in plaintiffs' petition (hereinafter referred to as Bill of Complaint) with interests fundamentally different and adverse to plaintiffs that the railroad defendants have advised their employees, including plaintiffs, that they will enforce the union agreement, which defendants have executed, unstrained from doing so by a court of competent jurisdiction, or the said contracts are otherwise declared invalid and unenforceable.

## 2.

The Bill of Complaint, while a civil action, is not one of which the District Courts have original jurisdiction and is not founded on a claim or right arising under the Constitution, treaties, or laws of the United States.

## 3.

The Bill of Complaint does not show there is a separate and independent claim or cause of action against the defendant petitioners which would be removable if sued upon alone. The complaint seeks to enjoin and invalidate a contract entered into between the railway company defendants and the labor organization defendants, and petitioners allege that it is absolutely necessary to make all contracting parties defendants in this action to authorize the relief sought by them.

[fol. 104]

## 4.

The complaint is not a controversy between citizens of different states, and petitioning defendants have not attempted to remove this case on the ground of diversity of citizenship.

O.

## 5.

This court is without jurisdiction of the subject matter of this cause since the Norris-LaGuardia Act (Act of March 23, 1932; 29 USC, Section 101-115) and other Federal statutes deprive this court of jurisdiction to hear and determine the merits of this cause, or to grant the relief sought by the Bill of Complaint filed in this cause, but such jurisdiction is expressly denied to this court.

## 6.

The Superior Court of Bibb County, State of Georgia has power to grant the full, adequate, and complete relief sought in the Bill of Complaint, whereas this court is without power and authority to grant the full, adequate, and complete relief sought by the plaintiffs.

The Bill of Complaint filed in this case under  
to declare void a certain contract made by the rai  
pany defendants and the labor organization c  
and the complaint is not one arising under the Co  
or laws of the United States, and while it may be  
to give effect to certain provisions of the Uni  
Constitution and the Constitution of the State o  
the Superior Court of Bibb County, Georgia, has  
and authority and jurisdiction of this cause and  
tion to remove filed by the labor organization c  
[fol. 105] is wholly insufficient and does not set  
grounds for removal recognized under the statu  
United States.

Wherefore, Petitioners pray that this court re  
case to the Superior Court of Bibb County  
Georgia, and that a certified copy of its order  
be mailed by the Clerk of this Court to the Cle  
State Court in order that the State Court ma  
with this case.

T. Arnold Jacobs, Attorney for

*Duly sworn to by J. M. Payne, jurat omitted.*

[fol. 106] Certificates of Service (omitted in)

Filed in office 3 day of Feb., 1959

Lillian Lavine, Deputy Clerk, Superior Cou  
County.

**IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION**

**Civil Action No. 1044**

J. M. PAYNE, et al., Plaintiffs,  
and

CHARLES L. BRADFORD, et al., Intervenor

v.

INTERNATIONAL ASSOCIATION OF MACHINISTS: INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS: HELPERS OF AMERICA: INTERNATIONAL BROTHERHOOD OF BLACKSMITHS, DROP FORGERS AND HELPERS: SHIP WORKERS INTERNATIONAL ASSOCIATION: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS: BROTHERHOOD OF RAILWAY CARMEN OF AMERICA: INTERNATIONAL BROTHERHOOD OF FIREMEN, OILERS, HELPERS, ROUNDHOUSE WORKERS: RAILWAY SHOP LABORERS: BROTHERHOOD OF RAILROAD STEAMSHIP CLERKS, FREIGHT HANDLERS, EX-TRAIN STATION EMPLOYEES: BROTHERHOOD OF MAIN LINE RAILWAY EMPLOYEES: ORDER OF RAILROAD TELEGRAMMERS: BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA: INTERNATIONAL ORGANIZATION MASTERS, MATES AND BUREAUCRATS

[fol. 108]

INTERNATIONAL MARINE ENGINEERS BENEFICIAL ASSOCIATION: AMERICAN TRAIN DISPATCHERS ASSOCIATION: YARDMASTERS OF AMERICA and GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY, et al., Defendants

**MOTION TO REMAND BY INTERVENING PLAINTIFFS**  
July 10, 1953

Come now Charles L. Bradford, Hazel E. Cook, J. H. Davis, R. N. Durvin, Mrs. Elizabeth

T. P. Ferguson, Mrs. Edna G. Fritschel, [redacted]  
Miss N. M. Looper, C. H. Miller, William  
A. G. Ward, Jr., Mary Inez Williams, [redacted]  
Thomas E. Brown, and Robert D. Young  
the above proceeding, and, pursuant to §  
1447, move this court to remand this p  
Superior Court of Bibb County, Georgia or  
it was removed from said court improvide  
jurisdiction for the following reasons:

## 1.

Both the so-called railroad defendants  
labor organization defendants are indis  
defendant in this proceeding. The court  
full relief to plaintiffs unless an injunction  
can be issued by the court. This is so  
parties to the contract, the enforcement of  
seek to enjoin. Furthermore, petitioners  
the so-called railroad defendants, and an  
of the relief sought by petitioners is an in  
discharge of petitioners by the so-called  
dants. Obviously, therefore, the so-called  
[fol. 109] dants are not mere nominal  
cannot be realigned as parties plaintiff.

However, the so-called railroad defen  
joined in the petition for removal filed  
labor organization defendants, and, the  
ceeding ought to be remanded to the stat

## 2.

This proceeding is not otherwise prop  
this court on the basis of a separate and in  
of action of which this court would have  
does the petition set forth a cause of act  
movable on grounds of diversity of citizen  
question.

## 3.

The state court has power to grant fu  
complete relief as sought by plaintiffs, bu  
not have such power and authority.

D. E. Humphries,  
William H. Trentham,  
Mrs. M. S. Walker,  
and Intervenors in  
Title 28 U.S.C.A.  
proceeding to the  
Court on the ground that  
definitely and without

s and the so-called  
ispensable parties  
t could not accord  
on binding on both  
because both are  
of which plaintiffs  
s are employees of  
an important aspect  
injunction against  
ed railroad defend-  
ed railroad defend-  
1 defendants, and

endants have not  
d by the so-called  
herefore, this pro-  
ate court.

properly removed to  
independent cause  
e jurisdiction, nor  
action properly re-  
sizement or federal

full, adequate and  
but this court does

Wherefore, intervening plaintiffs named above  
court to remand this cause to the Superior Court  
County, Georgia.

Gambrell, Harlan, Barwick, Russell &  
Smythe Gambrell, W. Glen Harlan,  
Moye, Jr., Attorneys for Intervenors.

[fol. 110] CERTIFICATE OF SERVICE (omitted in  
Filed in Office 3 day of Feb. 1959.

Lillian Lavine, Deputy Clerk, Superior Court  
County.

[fol. 111] [File endorsement omitted]

IN THE UNITED STATES COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION

[Title omitted]

ORDER REMANDING CAUSE TO STATE COURT—Janua-

This cause having heretofore been removed to  
from the Superior Court of Bibb County, Geor-  
petition of the Union Defendants to remove the

Motions to remand the same having been filed  
Railroad defendants and by Charles L. Bradford  
Intervenors, and

It being made to appear that the Union Defendants  
consent to the granting of the several motions to  
all of which motions to remand are now pending  
not been withdrawn;

It Is Ordered, that said motions to remand the  
same are hereby granted, and that this cause be  
remanded to the Superior Court of Bibb County, Georgia

It Is Further Ordered that the costs removal and remand be paid by the Unt brought the original petition for removal

Dated January 7, 1957.

[fol. 112] T. Hoyt Davis, Unit  
Judge.

We hereby consent to the above order  
for David L. Mincey, 321 Cotton Avenue,  
Lester P. Schoene and Milton Kramer,  
Washington 6, D.C., Counsel of Record  
ants.

I, John P. Cowart, Clerk  
that the above and foregoing  
correct copy of the original  
record in my office, at Macon,  
This 7 day of Jan., 1957.

**United States District Court Seal**

John

Filed in Office, 8 day of January, 1951  
Lillian Lavine, Deputy Clerk, Superior County

[fol. 113]

**IN THE SUPERIOR COURT OF B.C.**

J. M. PAYNE, et al., Petiti  
C. L. BRADFORD, et al., Inter

vs.

# GEORGIA SOUTHERN AND FLORIDA RY. CO.

**THIRD AMENDMENT TO PETITION—File**

Now come the plaintiffs in the above  
the petition heretofore filed (as amended)  
of Court having been first had and ob-

osts of this court on  
Union Defendants who  
n'oval to this court.

ited States District

ler: David L. Mincey  
nue, Macon, Georgia;  
r, 1625 K Street NW,  
ord for Union Defen-

rk, do hereby certify  
e going is a true and  
ginal now on file and  
acon, Georgia.

ohn P. Cowart, Clerk.

57.  
erior Court of Bibb

BB COUNTY

itioners,  
ervenors,

, et al., Defendants.

iled June 29, 1957  
ve action and amend  
ed) as follows, leave  
tained:

### I.

Plaintiffs amend the petition by adding a  
59a to read as follows:

59a. The labor organization defendant  
authority, express or implied or by o  
to negotiate and to enter into, on beh  
or other employees of defendant railw  
shop agreement which is the basis of the

### II.

Plaintiffs amend the petition by adding a  
59b to read as follows:

59b. The initiation fees, periodic du  
ments which plaintiffs would be required  
the terms of the union shop agreement re  
ferred to will be used in substantial part  
not germane to collective bargaining  
[fol. 114] ideological and political doc  
dicates which plaintiffs are not willing  
cannot lawfully be forced to support,  
plaintiffs' constitutionally guaranteed  
dom of association, thought, liberty and

### III.

Plaintiffs amend the petition by deleting  
and inserting a new paragraph 51 to read as

51. Petitioners allege that Sec. 2 Eleventh  
way Labor Act (45 U.S.C.A. Sec. 152 Etc  
extent that it authorizes the union shop ag  
tofore referred to, and said agreement, an  
the First, Fifth and Ninth Amendments  
stitution of the United States of Amer  
therefore invalid.

Wherefore plaintiffs pray that this amendment  
and ordered filed.

Charles A. Moye, Attorney f

[fol. 115]

## Order

The foregoing amendment read and considered, verification having been waived, and the same is hereby allowed and ordered filed, subject to objection.

O. L. Long, Judge, Bibb Superior Court.

[File endorsement omitted]

[fol. 116]

## IN THE SUPERIOR COURT OF BIBB COUNTY

[Title omitted]

SUPERSEDEAS ORDER—Filed March 4, 1957

Nancy M. Looper and others, plaintiffs in the above-styled cause, having tendered a Bill of Exceptions which has been allowed and signed;

Therefore, pending further order of this Court, the defendants, and each of them, their agents, servants, employees and representatives are hereby restrained and enjoined from enforcing, or attempting to enforce the terms and provisions of the contract (Exhibit "A") attached to the original complaint in this case, and from aiding or procuring or causing to be done any acts which any of them might do in the furtherance of attempting to enforce the provisions of this contract, insofar as said contract relates to the discharge or termination of the employment of any of the petitioners in error, who may file a bond as specified hereinbelow, for any cause or reason set out in the contract.

The defendants and each of them are restrained and enjoined pending further order of this court from discharging any petitioner in error, for the sole reason that he or she does not have or maintain a membership in any of the labor organizations named as defendants in error.

This order shall be effective only as to the following [fol. 117] named persons: Nancy M. Looper, Mrs. Elizabeth Ferguson, Mrs. Edna G. Fritschell, Mrs. Myrtle R. White,

J. T. Duncan, Charles R. Cox, F. P. Gressett, J. B. Shelton, Josephine S. Chambers, S. B. Street, J. W. Simpson and A. G. Hyder, and only on the filing by each individual to be covered by this order of a bond in the amount of \$66.00 payable to defendants, the condition of the bond being that said petitioners in error shall respond to defendants for any damage which said defendants may sustain by reason of the issuance of this Supersedeas Order.

This 4 day of March, 1957.

Oscar L. Long, Judge, Superior Court, Bibb County.

[File endorsement omitted]

[fol. 118]

**IN THE SUPERIOR COURT OF BIBB COUNTY**

[Title omitted]

**ANSWER OF DEFENDANTS OTHER THAN  
RAILWAY COMPANY DEFENDANTS**

Come now the defendants other than the railway company defendants, and for answer to the petition, the 14-paragraph amendments of June 1953 to the petition, the 21-paragraph amendments of June 1953, the petition of Bradford et al. to intervene; and the amendments to the petition by the intervenors filed January 29, 1957, says:

**I.**

**Answer to Original Petition**

1-9. They admit the allegations of the first nine paragraphs. They allege that each of the railroads referred to in said paragraphs is a carrier by railroad engaged in interstate commerce and is subject to the Interstate Commerce Act, and is a "carrier" as that term is defined in the Railway Labor Act.

10-24. The names of the organizations referred to in paragraph 10 through 24 are in some instances inaccurately set forth but are sufficiently close to accuracy to identify them. These defendants admit that each of said

organizations is a labor organization, and deny the [fol. 119] maining allegations of said paragraphs.

These defendants allege that each of said organization is a standard railway labor organization organized in accordance with the provisions of the Railway Labor Act and is duly designated and authorized to represent employees in accordance with the requirements of the Railway Labor Act, and is the duly designated and authorized representative pursuant to that Act of the employees of the defendant railroads of its respective craft or class.

25-33. They are without knowledge or information sufficient to form a belief concerning the allegations of paragraphs 25 through 33, and therefore deny them.

34-35. They deny the allegations of paragraphs 34 and 35.

36. They are without knowledge or information sufficient to form a belief concerning the allegations of paragraph 36, and therefore deny them.

37-38. They deny the allegations of paragraphs 37 and 38.

39. They are without knowledge or information sufficient to form a belief concerning the allegations of paragraph 39, and therefore deny them.

40. They admit that some of the original petitioners are residents of the State of Georgia. The remainder of paragraph 40 consists of conclusions of law not requiring an answer; insofar as it may be construed to contain allegations of fact, they are denied.

41-42. They admit the allegations of paragraphs 41 and 42. They allege that the Union Shop Agreement was executed after more than two years of negotiations and other proceedings in accordance with the Railway Labor Act, and that the terms of said Agreement are identical (except for the date and the names of the parties) with union shop agreements made with these defendants during [fol. 120] said period by hundreds of railroads throughout all parts of the United States, including the Union Pacific Railroad and practically every other major railroad in the country.

43-44. They deny the allegations of paragraphs 43 and 44.

45-59. Paragraphs 45 through 59 consist of conclusions of law not requiring answer; insofar as they may be construed to contain allegations of fact, they are denied.

60. Paragraph 60 consists of prophesy and conclusions of law not requiring answer; insofar as it may be construed to contain allegations of fact, they are denied.

## H.

### Answer to Petition to Intervene

1-2. These defendants are without knowledge or information sufficient to form a belief concerning the allegations of the first two paragraphs, and therefore deny them.

3. They deny the allegations of paragraph 3.

4. Paragraph 4 consists of conclusions of law not requiring answer; insofar as it may be construed to contain allegations of fact, they are denied.

## III.

### Answer to 21-Paragraph Amendments of June 1953

1. They admit that the organizations referred to in paragraph 10 through 24 of the original petition are voluntary associations, that all but one are unincorporated and that their memberships are so numerous as to make it impracticable to serve each member. They deny the remaining allegations of paragraph 1 of this group of amendments.

2. They admit that the defendant labor organizations were represented by officials and agents in executing the Union Shop Agreement, and deny the remaining allegations of paragraph 2.

[fol. 121] 3. They deny the allegations of paragraph 3.

4. Paragraph 4 consists of a prayer for relief; insofar as it may be construed to contain allegations of fact, they are denied.

5-19. Insofar as paragraphs 5 through 19 allege that the defendant labor organizations were represented by officials or agents in executing the Union Shop Agreement, such allegation is admitted. These defendants do not understand paragraphs 5 through 19 to contain other allegations of fact; insofar as they may be construed to contain other allegations of fact, they are denied.

20-21. Insofar as paragraphs 20 and 21 may be construed to contain allegations of fact, they are denied.

#### IV.

Answer to 14-Paragraph Amendments of June 1957

1. Paragraph 1 consists of conclusions of law not requiring answer; insofar as it may be construed to contain allegations of fact, they are denied.

2-14. They deny the allegations of paragraph 1 through 14.

#### V.

Answer to Amendments of January 1957

1. Paragraph 1 consists of conclusions of law not requiring answer; insofar as it may be construed to contain allegations of fact, they are denied.

2. They deny the allegations of paragraph 2.

3. Paragraph 3 consists of conclusions of law not requiring answer; insofar as it may be construed to contain allegations of fact, they are denied.

#### VI.

They deny any other allegations not heretofore admitted.

[fol. 122] Wherefore, having fully answered, they pray that the petition be dismissed, with costs assessed against petitioners.

David L. Mincey, 321 Cotton Avenue, Macon, Georgia; Milton Kramer, Schoene and Kramer, 1625 K Street, N. W., Washington 6, D. C., Counsel for defendants other than railway company defendants.

[fol. 125]

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA

[Title omitted]

ORDER—May 8, 1958

And now, to wit, this 8th day of May, A.D., 1958, at a pretrial conference in my chambers, having heard and maturely considered the arguments of all parties with respect to the production and examination of books, records, papers and documents and testimony with respect thereto, in order to expedite the preparation for trial and the trial of this cause, it is considered, ordered and adjudged that:

The named labor organization defendants, to wit, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Brotherhood of Railway Carmen of America; Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees; International Brotherhood of Electrical Workers; International Brotherhood of Firemen and Oilers, Helpers, Roundhouse & Railway Shop Laborers; International Association of Machinists; Brotherhood of Maintenance of Way Employees; National Marine Engineers' Beneficial Association; International Organization of Master, Mates and Pilots; Sheet Metal Workers International Association; Brotherhood of Railroad Signalmen of America; Order of Railroad Telegraphers; American Train Dispatchers Association; and Railroad Yardmasters of [fol. 126] America, and each of them, are hereby

Ordered to produce before me in my chambers in Bibb Superior Courthouse, Macon, Georgia, on the 9th day of July, 1958, together with an officer or agent of such defendant competent and prepared to testify fully under oath with respect to the identity, nature, contents, accuracy, source, and purpose thereof, the following, related to the period from June 15, 1953 to date:

Any and all books, records, papers, documents, books of original entry, check books, ledgers, vouchers, corre-

spondence files, minutes, diaries, memoranda, printed materials, brochures, in the custody, possession or control of each such defendant and its agents, or related to monies paid by the members to each of the respective organizations or affiliates thereof, and expenses for which monies received by each of the respective organizations were or are being expended, including all monies paid by each of the respective organizations to other organizations or individuals and the purpose for which such payments are being, or were made, or to the political or legislative activities conducted on behalf of said defendant.

It is Further Ordered that any of said defendants, in lieu of the production and testimony in Macon, may elect to have its production and testimony with thereto take place at the principal office of such defendant and before a duly qualified commissioner of this court at a time agreeable to counsel for all parties, not later than June 30, 1958.

So ordered this 8th day of May, 1958.

O. L. Long, Judge, Superior Court, Macon Circuit.

[File endorsement omitted]

[fol. 127]

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA

[Title omitted]

PETITION OF DEFENDANT LABOR UNIONS FOR ORDER PENDING THIS COURT'S ORDER OF MAY 9, 1958 REquiring THE PRODUCTION OF THEIR BOOKS AND RECORDS AND THE SUSPENSION OF THE TAKING OF TESTIMONY BY ATTORNEYS ON THE MERITS UNTIL THESE DEFENDANTS OF RES JUDICATA CAN BE INQUIRED INTO—Filed June 30, 1958

Come now the Defendant Labor Unions in said case respectfully show to the Court:

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agents, showing  
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of, and the pur-  
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, including any  
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he purposes for  
made, or related  
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defendants, in  
Macon, Georgia,  
ny with respect  
such defendant  
t of this Court  
rties, not later

Macon Judicial

TY, GEORGIA

OR ORDER SUS-  
1958 REQUIRING  
RECORDS AND FOR  
MONY BY PLAINE-  
FENDANTS' PLEA  
TO—Filed May

n said case and

1.

On May 9, 1958 this Court issued an order requiring these defendants to produce all of their books and records of every kind showing the monies paid to them by membership and showing the purposes for which all monies are spent beginning with June 15, 1953 down to date and to have such books and records before the Court in Chambers in Macon, Georgia on July 9, 1958 along with proper official of each of such unions who will be examined on oath by plaintiffs before a Commissioner of this Court and who can testify with respect to such records and explain them. Said order provides that these defendants may, however, elect to produce such records and send witnesses to explain them before the Commissioner of this Court at the principal offices of such unions in their respective cities where such offices are located at a time agreeable to counsel for all parties, not later than July 30, 1958.

2.

Subsequent to said order of May 9, 1958, these defendants along with all defendants other than the railroads [fol. 128] company defendants filed in this Court the plea of res judicata on May 22, 1958 which plea will be exhibited to the Court upon presentation of this petition.

3.

These defendants have endeavored to comply thus far with the production of their records with an officer of each of the defendant unions having already had its records so examined pursuant to said May 9th order; they have likewise cooperated in the taking of depositions by plaintiffs inquiring into the merits of the case, all at great expense and inconvenience.

4.

Said plea of res judicata was not before the Court when its May 9, 1958 order was passed because final judgment was not rendered against plaintiffs until May 15, 1958 as will appear from said plea.

5.

The production of such books and records pursuant to this Court's order of May 9, 1958, and the attorney general's order of June 10, 1958, will result in the taking of testimony on the merits of the case. The plaintiffs require in effect that these defendants be compelled to a second trial of the same issues as were determined against the same plaintiffs all as shown in said plea of res judicata.

## 6.

These defendants will be put to unnecessary trouble and expense and their operations will be greatly disrupted if they are required to comply further with the May 9th order and are required to take testimony from plaintiffs who are allowed to take further testimony on the merits of this case.

[fol. 129]

## 7.

Plaintiffs have set up and are proposing to the court a new cause of action which requires production of books and records in five different states and the District of Columbia. This undertaking involves necessarily great sums of money and particularly by these defendants in effect amounts to a trial, at least in part, of the same case as was decided against these same plaintiffs in North Carolina as set out in the plea of res judicata. A trial of this work and the trouble involved and the expense of money will go for naught if the plea of res judicata is sustained.

## 8.

The time and money and the disruption of the lives of these defendants by further inquiry into the same case and its merits in the face of this plea of res judicata is so large that the ends of justice require this court to direct that there be an early inquiry into the matter and pass upon the same suspending further re-trial of these same issues in the North Carolina case until such time as the plea of res judicata can be heard and passed upon.

Wherefore, these defendants pray that this court suspend its said order of May 9, 1958 and have such hearing and require such showing as are needful and proper connection with the proposed order of suspension and further that this court pass an order suspending further discovery efforts by Plaintiffs on the merits of the case by way of depositions and otherwise until said plea of res judicata is determined.

[fol. 130] Schoene & Kramer, 1625 K Street, N.W.  
Washington 6, D.C.

David L. Mincey, Attorneys for Petitioning Defendants.

*Duly sworn to by David L. Mincey, jurat omitted  
printing.*

[File endorsement omitted]

[fol. 131]

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA

[Title omitted]

ORDER—May 30, 1958

This cause coming regularly to be heard on May 30, 1958, before me, the presiding judge, in the Superior Court of Bibb County, Georgia, upon a petition of the defendant labor union defendants for an order suspending this Court's order of May 9, 1958 requiring the production of certain books and records and for the suspension of the taking of testimony by the plaintiffs in any manner with respect to the merits of the cause until the labor union defendants' plea of res judicata can be considered, and after hearing full and complete argument of counsel and having maturely considered the aforesaid petition; and

The Court being of the opinion that no new facts or matters are shown in the petition which were not fully argued and considered at the time the order of this Court was entered on May 9, 1958, treating the petition as a request for rehearing, reargument and reconsideration of

this Court's order of May 9, 1958 or for suspension of the taking of testimony by it is hereby denied;

**It Is Ordered That** the petition so far as hearing, reargument and reconsideration order of May 9, 1958 or the suspension of the taking of testimony by it is hereby denied;

[fol. 132] **It Is Further Ordered** that the petition requests hearing on the labor union plea of res judicata, a hearing with respect thereto is hereby set before me commencing at Tuesday, July 1, 1958, subject to the right to demur, object or otherwise respond with

Let the petition and this order be filed, and copies of the petition and order be served upon the parties.

So ordered this 30th day of May, 1958.

O. L. Long, Judge, Superior Courts Circuit.

#### Certificate

I hereby certify that I have this day of the foregoing order to be served upon the all counsel of record, by mailing a copy prepaid to each of the following persons:

Mr. David L. Mincey, 321 Cotton Street, Georgia;

Mr. Milton Kramer, Schoene & Kramer, Street, NW, Washington, D.C.;

Mr. Charles J. Bloch, Bloch, Hall, Bloch, Watkins, First National Bank Building,

Mr. John B. Harris, Jr., Harris, Watkins, Persons Building, Ma-

This 30th day of May, 1958.

Terry P. McKenna, Of Counsel for

[File endorsement omitted]

suspension thereof  
mony by the plain-

as it requests re-  
n of this Court's  
thereof and for  
plaintiffs be and

to the extent the  
union defendants'  
spect to said plea  
at 11:30 A. M. on  
nt of the plaintiffs  
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cause a copy of  
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n Avenue, Macon,

Kramer, 1625 K.

, Groover & Haw-  
ding;

Russell, Weaver  
Macon, Georgia;

or Plaintiffs.

d]

[fol. 133]

IN THE SUPERIOR COURT OF BIRB COUNTY, G

[Title omitted]

FOURTH AMENDMENT TO PETITION—Filed Sept.

Now come the plaintiffs, and with leave of C  
had and obtained, amend their petition, as l  
amended on June 25, 1953, June 27, 1953 and Ja  
1957, as follows:

I.

Plaintiffs amend their original petition by ins  
lieu of the preamble the following:

"The petition of Nancy M. Looper, S. B. Stre  
E. Cobb, J. H. Davis, Mrs. Edna G. Fritschel a  
Elizabeth Ferguson respectfully shows . . ."

II.

Plaintiffs amend said petition by deleting para  
[fol. 134] through 30 thereof and inserting in lieu  
new paragraphs 25-30, reading as follows:

"25.

"Petitioner Nancy M. Looper is an employee of  
fendant Southern Railway Company, having been  
ously in the employ of said Company from Au  
1947. Plaintiff Looper has been employed in I  
covered by the union shop agreement at all tim  
the effective date of that agreement. Plaintiff  
resided and worked in Atlanta, Georgia, at the com  
ment of this action, but currently resides and w  
Washington, D. C. Plaintiff Looper is not now an  
before the commencement of this litigation has n  
a member of any of the labor union defendants, he  
having been protected by order of the trial cou  
the posting of a supersedeas bond. Unless injunctive  
is granted plaintiff Looper will be discharged fr  
employment by the defendant railroad company  
coincided as a condition of continued employment

one of the defendant labor organizations dues, fees and assessments which will candidates for public office opposed by to oppose candidates favored by plaintiff support political and economic ideologies Looper and for other purposes n collective bargaining and to which plaintiff and objects.

"26

"Petitioner Hazel E. Cobb is an employee of the defendant Southern Railway Company, having been in the employ of said company since 1928. She has been employed in positions under union shop agreement at all times since [fol. 135] of that agreement. At the commencement of this litigation, she resided and worked in Atlanta, Georgia, and has continued to reside and work thereat at all times.

"Under the terms of the union shop agreement, Cobb was required as a condition of employment, against her wishes and over her protest, in 1957, to join the defendant Brotherhood of Steamship Clerks, Freight Handlers, Express Employees and pay an initiation fee and that date she has been likewise required to continue employment to pay dues at the rate of \$1.50 per month through the month of June, 1958, and \$1.50 per month for each month thereafter. The plaintiff has been required as a condition of employment to pay under said agreement to the date of the filing of this amendment \$161.25.

"27.

"Petitioner J. H. Davis is an employee of the defendant Southern Railway Company, having been continuously employed by said Company since November 1, 1948. At the commencement of this litigation he resided and worked in Atlanta, Georgia, and has resided in Decatur, Georgia, and work in Atlanta,

ons and to pay to it  
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by plaintiff Looper,  
plaintiff Looper and to  
ies opposed by plain-  
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employee of the de-  
having been continu-  
since September 10,  
tions covered by the  
ce the effective date  
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Atlanta, Georgia, and  
re up to the present

agreement, plaintiff  
f continued employ-  
r protests, in April,  
ood of Railway and  
Express and Station  
nd back dues. Since  
red as a condition of  
at \$2.25 per month  
d dues of \$3.00 per  
e total amount which  
dition of continued  
ent to said defendant  
endment aggregates

ee of the Southern  
uously in the employ  
1919. At the com-  
in Decatur, Georgia  
s continued to reside  
anta, Georgia, up to

the present time. Plaintiff Davis has been em-  
positions covered by the union shop agreement a  
since the effective date of that agreement.

[fol. 136] "Under the terms of the union shop a  
plaintiff David was required as a condition of  
employment, against his wishes and over his p  
March, 1957, to join the defendant Brotherhood  
way and Steamship Clerks, Freight Handlers,  
and Station Employes and to pay a reinstatement  
back dues in the amount of \$96.00, and has been  
as a condition of continued employment to pay  
\$2.25 per month since that time to the month  
1958, and monthly dues of \$3.00 since June, 1  
aggregate total of sums which plaintiff Davis  
required as a condition of continued employme  
the union shop agreement to pay to said defenda  
date of the filing of this amendment is \$136.50.

"28.

"Petitioner Mrs. Edna G. Fritschel is an emp  
the defendant Southern Railway Company, havin  
continuously in the employ of said Company sinc  
20, 1943. At the commencement of this litigati  
resided and worked in Atlanta, Georgia, and has c  
to reside and work there up to the present time.  
Fritschel is not now and since before the commence  
this litigation has not been a member of any of t  
union defendants, her status having been prote  
order of the trial court upon the posting of a sup  
bond.

"29.

"Petitioner Mrs. Elizabeth Ferguson is an emp  
the defendant Southern Railway Company, havin  
[fol. 137] continuously in the employ of said C  
since June 14, 1943. Plaintiff Ferguson was emplo  
a position covered by the union shop agreement a  
been continuously employed in such position at al  
since the effective date of this agreement. She ha  
times during said employment lived and worked

City of Atlanta, Georgia. Plaintiff Ferguson is not now and since before the commencement of this litigation has not been a member of any of the labor union defendant her status having been protected by order of the trial court upon the posting of a supersedeas bond. Unless the injunctive relief requested herein is granted, plaintiff Ferguson will be discharged from her employment by the railroad defendant, or else compelled as a condition of continued employment to join one of the defendant labor organizations and pay to it dues, fees and assessments which will be used to support candidates for public office opposed by plaintiff Ferguson, to oppose candidates favored by plaintiff Ferguson, and to support political and economic ideologies opposed by plaintiff Ferguson and for other purposes not germane to collective bargaining and to which plaintiff Ferguson is opposed and objects.

"30.

Petitioner S. B. Street is an employee of the defendant New Orleans and Northeastern Railroad Company, with seniority rights dating from November 3, 1917. Plaintiff Street at all times since the execution of the union shop agreement has been employed by said railroad defendant in positions covered by said agreement, his present assignment [fol. 138] being that of General Clerk. Plaintiff Street lives and works in the city of Hattiesburg, Mississippi.

"Under the terms of the union shop agreement, plaintiff Street was required as a condition of continued employment against his wishes and over his protests, in April 1957, to join the defendant Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and to pay to that organization a reinstatement fee and back dues. He has been required as a condition of continued employment since that date to pay to such organization \$2.25 per month to June, 1958, and \$3.00 per month since June, 1958. The total amount which plaintiff Street has been required to pay under the union shop agreement as a condition of continued employment aggregates \$154.50, as of the date of the filing of this amendment."

## II.

Petitioners further amend their petition by deleting paragraphs 31-33 thereof and inserting in lieu thereof new paragraphs 31-33 to read as follows:

"31.

"Petitioners show that the dues, fees and assessments which they are will be required to pay under the terms of the union shop agreement are and will be used in substantial part by the labor union defendants to support financially candidates for public office whom petitioners and the class they represent do not wish to support, and to oppose candidates favored by petitioners and the class they represent."

[fol. 139]

"32.

"Petitioners show that the dues, fees and assessments which they are and will be required to pay under the union shop agreement will be used in substantial part to propagate political and economic ideologies espoused by the labor organization defendants, but which are repugnant to the petitioners and the class they represent,

"Petitioners show that the dues, fees and assessments which they are and will be required to pay under the terms of the union shop agreement are and will be used in substantial part by the labor union defendants in attempts to convert plaintiffs and the class they represent to the political and economic ideologies espoused by the small group of individuals controlling the policies of the labor union defendants, although those ideologies are repugnant to petitioners and the class they represent.

"Similarly, those, dues, fees and assessments are and will be used, in substantial part, to attempt to induce plaintiffs and the class they represent to vote for and otherwise support candidates favored by that small group of individuals controlling the policies of the labor union defendants but whom plaintiffs and the class they represent do not wish to vote for or support.

"Petitioners show that the dues, fees and assessments which they are and will be required to pay under the union

shop agreement are and will be used in substantial part to finance and otherwise maintain large, active and expensive political organizations working vigorously to support candidates, principles, doctrines and ideologies repugnant to petitioners and the class they represent and to oppose candidates [fol. 140] and principles favored by petitioners and the class they represent.

"Petitioners show that their dues, fees and assessments are and will be used in substantial part to disseminate through printed and oral propaganda media political and economic views, opposed by petitioners, in an effort to convert to those views members of the general public including railroad employees and employees of other businesses."

## 33.

"Petitioners show that the activities hereinabove referred to in the two preceding paragraphs are not germane to collective bargaining activities of the labor organizations defendants, are not reasonably incident thereto, and are not necessary thereto. Said activities are not reasonably incident to the duties of said labor union defendants as statutory bargaining agents under the Railway Labor Act and to the extent that the union shop agreement was executed or purported to be executed pursuant to the Railway Labor Act and was and is used by said labor union defendants as a device by which the property of the petitioners and the class they represent can be extorted from them and perverted to such uses, said union shop agreement is illegal, void and unconstitutional."

## III.

Petitioners further amend their petition by (sic) deleting the present Paragraph 41 of the petition and inserting in lieu thereof a new Paragraph 41, to read as follows:

## "41.

"Petitioners allege that the defendants named herein [fol. 141] carriers (except defendant Carolina & Northwestern Railway Company) and those named herein labor union organizations did on the 27th day of February

1953, enter into a contract effective April 15, 1953, a copy of which agreement is attached to this petition, identified as Exhibit A. Said contract is hereby made a part of this petition and incorporated herein as effectively as if said contract were set out in full in this petition.

"Defendant Carolina & Northwestern Railway Company, and defendants Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, Brotherhood of Maintenance of Way, The Order of Railroad Telegraphers and the American Train Dispatchers Association, did on the first day of April, 1953, enter into a contract effective April 15, 1953, a copy of which agreement is attached to this petition as Exhibit B. All of the terms of the contract identified as Exhibit B, are hereby incorporated herein as effectively as if said contract were set out in full in this petition.

"The two agreements hereinabove described, attached to this petition as Exhibits A and B, may be hereafter referred to, and are commonly known as the 'union shop agreement'."

#### IV.

Plaintiffs further amend their petition by deleting the present paragraphs 42 and 43 thereof, and by adding new paragraphs 42 and 43, to read as follows:

[fol. 142]

"42.

"In negotiating with the railroad defendants concerning said union shop agreement, and in executing, maintaining and enforcing said agreement, the labor organization defendants purported and purport to act as statutory representative of the employees of the railroad defendants under the provisions of the Railway Labor Act (45 U.S.C.A., §151 *et seq.*).

"Said union shop agreement was in fact made and entered into pursuant to the recommendations of Emergency Board No. 98 appointed by the President of the United States pursuant to Section Ten of the Railway Labor Act (45 U.S.C.A., §160).

"The sole authority by which said labor organization defendants purported and purport to enter into, maintain and enforce with the railroad defendants a union shop

contract binding on the plaintiffs and the class they sent was and is the Railway Labor Act, and part Section 2 thereof (45 U.S.C.A., §152 and Section 6 (45 U.S.C.A., §156)."

## 43.

"Section 2(11) of the Railway Labor Act provides

'Notwithstanding any other provision of this Act or any other statute or law of the United States, or thereof, or of any State, any carrier or carriers as in this Act, any labor organization and labor organization duly designated and authorized to represent employees in accordance with the requirements of this Act shall [fol. 143] mitted . . . to make agreements, requiring condition of continued employment, that within 60 days following the beginning of such agreement, or the effective date of such agreements, whichever is the later, employees shall become members of the labor organization representing their craft or class . . .'

"Defendants herein have relied upon said Section 2(11) of the Railway Labor Act to negotiate, execute and maintain and enforce said union shop agreement despite proscription of such agreements by the statute law ("Right-to-Work" laws) and public policy of the States serving the railroad defendants, including the State of Georgia, wherein such an agreement is contrary to the public policy of the State."

## V.

Petitioners further amend their petition by deleting paragraph 45 thereof and inserting in lieu thereof the following new paragraph 45:

## "45.

"Petitioners allege that the union shop contract is null and void in that it is contrary to the public policy of the State of Georgia, and of other states served by the railroad defendants, as expressed in the Georgia "Right-to-Work Act," (Acts 1947, pp. 616-620; Georgia Code Section 54-810-54-908) and similar statutes in other states.

Petitioners further amend their petition by deleting paragraph 50 thereof and inserting in lieu thereof a new paragraph 50 to read as follows:

## “50.

“The union shop agreement contravenes the public policy of the State of Georgia, as well as that of other states served by the railroad defendants, and the maintenance and enforcement of said agreement, or of any of its terms making membership in a labor organization a condition precedent to employment or to remaining in the employ of any of the railroad defendants is subject to be, and ought to be, enjoined by this Court.”

## VII.

Petitioners further amend their petition by deleting the present paragraph 51 thereof and inserting in lieu thereof a new paragraph 51 to read as follows:

## “51.

“Petitioners allege that the Railway Labor Act (45 U.S.C.A., §151 *et seq.*), and particularly Sections 2, 6 and 10 thereof, violate the First, Fifth, Ninth and Tenth Amendments to the Constitution of the United States, and are therefore unconstitutional, null and void, to the extent that said Railway Labor Act (1) authorized, permitted and facilitated the execution, maintenance and enforcement of said union shop agreement, and (2) authorizes, permits or facilitates the exactation from plaintiffs, and the class they represent, contrary to their desires and wishes, of their property in the form of the dues, fees and assessments required under the terms of the union shop agreement to be paid to the labor organization defendants, which property is then used for purposes not germane to collective bargaining, but to support ideological political doctrines and candidates which petitioners are not willing to support and cannot lawfully be forced to support, and is otherwise used in attempts to force upon petitioners and the class they represent ideological conformity, on political and eco-

nomic matters, with the views held by those few in  
actually making the policy decisions on such ma-  
the labor organization defendants named herein."

### VIII.

Petitioners amend their petition by deleting par-  
 52 thereof and inserting in lieu thereof the follow-  
 ing paragraph 52:

#### "52.

"Amendment I to the Constitution of the United States provides, in part, as follows:

'Congress shall make no law . . . abridging the freedom of speech or of the press; or the right of the people peaceably to assemble and to petition the Government for a redress of grievances.'

"Amendment V to the Constitution of the United States provides, in part, as follows:

'. . . nor shall any person . . . be deprived of life, or property, without due process of law . . .'

[fol. 146] "Amendment IX to the Constitution of the United States provides as follows:

'The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.'

"Amendment X of the Constitution of the United States provides:

'The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.'

### IX.

Petitioners further amend their petition by deleting present paragraph 53 of said petition and inserting thereof the following new paragraph 53:

"Petitioners allege that the union shop agreement deprives petitioners, and the class they represent, of their liberty and property, without due process of law contrary to the Fifth Amendment to the United States Constitution, for the following reasons:

"(a) Said agreement forces petitioners and the class they represent into an unnatural association with others of different economic and political views;

"(b) Said agreement does and will extort from petitioners and the class they represent their property in the form of dues, fees, and assessments, on penalty of losing their jobs, which dues, fees and assessments are used to [fol. 147] support candidates for public office and political and economic ideologies opposed by plaintiffs and the class they represent, and oppose those favored by plaintiffs and the class they represent;

"(c) Said agreement deprives petitioners and the class they represent of the right to contract and to earn a living in a lawful, usual occupation except on terms, as indicated above, infringing upon the personal rights of plaintiff and the class they represent."

X.

Petitioners further amend their petition by inserting in lieu of paragraph 55 thereof a new paragraph 55 to read as follows:

"The union shop agreement deprives plaintiffs and the class they represent of personal liberties guaranteed to them by the First, Fifth, Ninth and Tenth Amendments to the Constitution of the United States in that it denies to petitioners and the class they represent personal rights guaranteed by said Amendments to contract for employment in their normal and usual occupations and vocations, unless petitioners agree to (1) join a union which they do not wish to join, and (2) pay dues, fees and assessments to such union, which they do not wish to pay, and

(3) submit to having such dues, fees and asses by such labor unions to support candidates office, and political and economic ideologies tioners and the class they represent oppose, an candidates and ideologies favored by petition class they represent."

[fol. 148]

## XI.

Petitioners amend their petition by deleting 57 and inserting a new paragraph 57 to read a

"57.

"Petitioners allege that the union shop ag prives them and the class they represent of rig teed them by the First, Fifth, Ninth and Tenth A to the Constitution of the United States, and the portions thereof quoted in paragraph 52 tation, in that, by compelling petitioners and th represent (1) to indicate a willingness to j union, and (2) submit to the exaction from th fees and assessments which are used for purp above specified, it (1) subjects them to a thought-moulding or "brain-washing" techniq to secure their adherence to the political an ideologies espoused by the few persons con policies of the labor union defendants; (2) co to use their money, in association with others they do not wish to associate in advancing can principles repugnant to them and opposing and principles which they favor; and (3) i dilutes their right to the free exercise of th franchise, and of petition to the Government for of grievances by this involuntary support o and candidates which they oppose, thus impa feftiveness of their support of candidates an which they favor, and (4) deprives them of t of the press (by using their money to suppor [fol. 149] cation and circulation of views on e political matters to which they do not su actually oppose)."

## XII.

Petitioners further amend their petition by deleting paragraph (a) of the prayer of said petition and inserting in lieu thereof the following paragraph (a):

"(a) That a permanent injunction be granted enjoining defendants (their officers, agents, servants, employees and persons acting in concert with them) from enforcing the union shop agreement and discharging petitioners or any member of the class they represent, who refuse to join or remain members of one of the labor union defendants."

## XIII.

Petitioners amend their petition by deleting paragraph (e) of the prayer to said petition by inserting a new paragraph (e) to read as follows:

"(e) That the Railway Labor Act be declared unconstitutional and in violation of Amendments 1, 5, 9 and 14 of the United States Constitution, for the reasons set forth in this petition, to the extent that it permits, facilitates or authorizes, or has, been and is applied by defendants as authority for, the negotiation, execution, maintenance and enforcement of, said union shop agreements and the exactation from plaintiffs and the class they represent of dues, fees and assessments which are or will be used for the purposes, not germane to collective bargaining, set forth in this petition contrary to the constitutional rights of petitioners and the class they represent.

## XIV.

Petitioners amend their petition by renumbering paragraph (f) of the prayer so that it will become paragraph (g) and by inserting a new paragraph (f) to read as follows:

"(f) That all dues, fees and assessments unlawfully exacted from plaintiffs and the class they represent be restored and that petitioners and the class they represent have such other and further relief,

cluding monetary damages, compensatory, and restoration of employment necessary adequately to protect their rights.

Wherefore, petitioners pray that this cause be allowed and ordered filed.

Gambrell, Harlan, Russell, Moye  
Smythe Gambrell, Charles A.  
P. McKenna, T. Arnold Jacob  
Petitioners.

825 Citizens & Southern Nat'l Bank  
Georgia, Persons Building, Macon, Georgia

[fol. 151] *Duly sworn to by Edna L.*  
*omitted in printing.*

[fol. 152] *Duly sworn to by Hazel E. C.*  
*omitted in printing.*

[fol. 153] *Duly sworn to by Elizabeth*  
*omitted in printing.*

[fol. 154] Certificate of service (omitted)

[fol. 155] ORDER

The foregoing amendment read considered and hereby allowed and ordered filed, subject to demurrer.

This Sept. 23, 1958.

O. L. Long, Judge, Bibb

[File endorsement omitted]

[fol. 156]

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA

[Title omitted]

OBJECTIONS TO AMENDMENT TO PETITION FILED SEPTEMBER 23, 1958—Filed October 7, 1958

Come now the defendants other than the railroads, and object (except where otherwise specifically stated) to the filing of the Amendment to Petition filed September 23, 1958 subject to objection, on the following grounds:

I.

These defendants do not object to the amendment contained in Section I of the Amendment to Petition.

II-XIV.

Sections II through XIV of the Amendment make allegations not heretofore alleged in the Petition, Interrogatory Petition, or their multitudinous amendments in the course of the five and one-half years since this action was instituted. Insofar as the Amendment makes corrections in the status of the parties or shows which of the original intervening petitioners are no longer properly parties, these defendants would not object to such aspect of the Amendment. But these sections add new and different [fol. 157] facts, assert different causes of action, and assert different types of relief. As the Court knows, the parties have entered into a comprehensive Stipulation. That stipulation reserves to these defendants the right, which unquestionably would have in the absence of stipulation to argue in this and higher courts the significance and weight of all the evidence. It would be improper now to permit basic allegations to be amended or added, or different types of relief to be prayed for, so that a different significance could now be argued than could have been argued when the Stipulation was entered into.

With respect to said several sections these defendants object to each of said specifically (except where no objection is as follows (numbered to correspond paragraph numbers of the Amendmen

## II.

(There are two sections numbered II we discuss here the Section II begin

25. They do not object to the first su amendment to paragraph 25. They obje of the amendment to said paragraph on that it is irrelevant to any relief request heretofore filed, and attempts to set up cause of action.

26. They do not object to the first su amendment to paragraph 26. They obje of the amendment to said paragraph on that it is irrelevant to any relief request heretofore filed, and attempts to set up cause of action.

27. They do not object to the first su amendment to paragraph 27. They obje of the amendment to said paragraph on [fol. 158] that it is irrelevant to any the pleadings heretofore filed, and att new and different cause of action.

28. They do not object to the amend 28.

29. They do not object to the first su amendment to paragraph 29. They obje of the amendment to said paragraph.

30. They do not object to the first su amendment to paragraph 30. They obje of the amendment to said paragraph on that it is irrelevant to any relief request heretofore filed, and attempts to different cause of action.

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## II.

(Beginning on page 5)

These defendants object to all the amendments  
second Section II of the Amendment to Petition  
would amend paragraphs 31, 32 and 33 of the Peti-  
heretofore amended. To the extent that the allegations  
this section are not repetitious of paragraphs 59(a) to  
(c) of the Petition as amended on February 4, 1955,  
seek to attribute significance to facts contained in  
Stipulation which significance they did not have when  
Stipulation was made, and they allege facts not supported  
by proof and which pursuant to the Stipulation cannot  
be proven:

## III.

They do not object to that portion of the amendment  
Section III.

## IV.

They object to Section IV of the Amendment  
[fol. 159] further grounds that they seek to attribut-  
significance to the facts contained in the Stipulation  
significance they did not have when the Stipulation  
made, they seek to set up a new and different cause  
action, and allege facts not supported by proof and  
under the Stipulation cannot now be proven.

## V-VI.

The allegations in these two sections of the Amendment  
are argument and legal conclusions; to the extent that  
may contain allegations of fact, such facts, pursuant to  
Stipulation, cannot now be proven.

## VII.

They object to this section of the Amendment on  
further grounds that it alleges facts not supported by proof  
and which under the Stipulation cannot now be proven  
and presents entirely new material to change the terms  
of the case as it heretofore existed, and seeks to attain

significance to the facts contained in the Stipulation which significance they did not have when the Stipulation was made.

### VIII.

They object to section VIII of the Amendment on the ground that it consists entirely of quotations of excerpts from the Constitution of the United States; such quotations have no proper place in pleading.

### IX-X-XI.

They object to these sections of the Amendment because to the extent they are not repetitious of allegations heretofore made they are argumentative, seek to attribute significance to the Stipulation which significance the Stipulation [fol. 160] did not have when it was made, allege facts not supported by proof and which under the Stipulation cannot now be proven; and change the theory of the cause of action heretofore presented.

### XII.

They do not object to section XII of the Amendment.

### XIII.

They object to section XIII of the Amendment on the further grounds that it would change the theory of the case by asking that the Railway Labor Act be declared unconstitutional, presenting a new theory of the cause of action.

### XIV.

They object to section XIV of the Amendment on the further grounds that it asserts a cause of action not heretofore asserted; asks for a type of relief entirely different from any relief heretofore requested; and does so on the basis of asserted facts not heretofore pleaded.

Wherefore, these defendants submit that the Amendment to Petition, filed on September 23, 1958 subject to objection, be stricken. If it is not stricken in its entirety, the defendants submit herewith and file the attached Answer to the

Amendment to Petition or such parts thereof as are not stricken.

Respectfully Submitted,

Milton Kramer, Schoene and Kramer, 1625 K Street,  
N. W., Washington 6, D. C.

[fol. 161] David L. Mincey, 321 Cotton Avenue,  
Macon, Georgia.

October 6, 1958

[fol. 162] Certificate of service (omitted in printing).

[File endorsement omitted]

[fol. 163]

IN THE SUPERIOR COURT OF BIBB COUNTY

ORDER OVERRULING OBJECTIONS TO AMENDMENT TO PETITION  
—November 10, 1958

After hearing argument by counsel for plaintiffs and defendants on the foregoing objections, the said objections and each and all of them, are hereby overruled.

This November 10, 1958.

O. L. Long, Judge, Bibb Superior Court.

Filed in Office, November 10, 1958.

Romas Ed. Raley, Clerk.

[fol. 164]

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA

[Title omitted]

ANSWER TO AMENDMENT TO PETITION  
FILED SEPTEMBER 23, 1958

Come now the defendants other than the railway company defendants, and for answer to the Amendment to Petition filed September 23, 1958, say (numbered to correspond to the section and paragraph numbers as set forth in the Amendment to Petition):

## I.

Section I of the Amendment does not require an a

## II.

(There are two sections numbered II in the Amend  
we discuss here the Section II beginning on page

25. They admit the first four sentences of the a  
ment to paragraph 25, and deny the remainder of  
paragraph. They allege that the defendant union  
represents the craft or class in which petitioner Loo  
employed is the Brotherhood of Railway and Stea  
Clerks, Freight Handlers, Express and Station Emp  
(hereinafter sometimes referred to as the "Brothe  
of Railway Clerks").

They allege further that the union shop agreement  
not require membership as a condition of employ  
[fol. 165] and that said defendant and the other defen  
unions do not request the termination of employmen  
any employee subject to the union shop agreement to  
membership is not available upon the same terms and  
ditions as are generally applicable or to whom membe  
is denied or terminated for any reason other than the  
ure of the employee to tender the periodic dues, initi  
fees and assessments (not including fines and penal  
uniformly required as a condition of acquiring or re  
ing membership. They allege further that no emplo  
subject to the union shop agreement who has made the  
tender of the amount of dues, fees and assessments  
including fines and penalties) uniformly required as a  
dition of acquiring or retaining membership in accord  
with the terms of said agreement has been deprived of  
or her employment because of said agreement or as a re  
thereof, or been subjected to any threat of such termina

They allege further that the dues, fees and assessme  
(not including fines and penalties) required as a cond  
of acquiring or retaining membership would be paid to  
appropriate local lodge of defendant Brotherhood of R  
way Clerks; that said amounts together with receipts f  
all other sources become part of the general resources  
said local lodge available for expenditure; that said

sources are used, among other purposes, to make a per capita payment to the said defendant Brotherhood; that said per capita payment, together with revenues from other sources, become a part of the general resources of said defendant Brotherhood available for expenditure in accordance with the Constitution and By-Laws of said defendant.

They allege further that all the activities of the said [fol. 166] defendant Brotherhood and the other defendant unions and their local lodges are carried on for the purpose of maintaining their existence and position as effective collective bargaining agents of the employees they represent and conducting said collective bargaining activities; and that all their activities and expenditures are germaine to collective bargaining.

26. They admit the first subparagraph of paragraph 26.

They admit that the amounts and dates stated in the second subparagraph are approximately correct, and deny all other allegations or statements in the second subparagraph, and allege that when petitioner Cobb became a member of the Brotherhood of Railway Clerks in 1957 it was by reinstatement, she having previously been a member.

They allege that the petitioner Cobb could have avoided making said payments by posting a timely supersedeas bond in the amount of \$72 but chose voluntarily to make said payments instead of posting said bond; and that as the result of making said payments said petitioner has during that period enjoyed the privileges of membership in the defendant Brotherhood of Railway Clerks.

27. They admit the first subparagraph of paragraph 27.

They admit that the amounts and dates stated in the second subparagraph are approximately correct, and deny all other allegations or statements in the second subparagraph.

They allege that the petitioner Davis could have avoided making said payments by posting a timely supersedeas [fol. 167] bond in the amount of \$72 but chose voluntarily to make said payments instead of posting said bond; and that as the result of making said payment said petitioner

has during that period enjoyed the privileges of  
ship in the defendant Brotherhood of Railway Clerks.

28. They admit the allegations of paragraph 27  
that they deny that petitioner Fritschel has not  
been a member of any of the labor union defendants since  
the commencement of this litigation, and allege  
became a member of the Brotherhood of Railway Clerks  
two years before the commencement of this litigation  
continued to be such member until October 2, 1935,  
she was suspended for non-payment of dues.

29. They admit the first four sentences of paragraph 27  
and deny the remainder of said paragraph. They  
reallege and reaffirm as further answer to paragraph 27  
with respect to petitioner Ferguson the allegation  
defendants make *supra* in answer to paragraph 27.  
Petition as amended with respect to petitioner L.

30. They admit the first subparagraph of paragraph 27.  
They admit that the amounts and dates stated in the  
second subparagraph are approximately correct, and  
other allegations or statements in the second subparagraph  
They allege that the petitioner Street could have  
making said payments by posting a timely supersedeas  
in the amount of \$72 but chose voluntarily to make  
payments instead of posting said bond; and that  
result of making said payments said petitioner has  
that period enjoyed the privileges of membership  
[fol. 168] defendant Brotherhood of Railway Clerks.  
allege further that petitioner Street had been a  
member of the defendant Brotherhood of Railway Clerks a  
number of times prior to his present membership, his earlier  
memberships having been terminated for non-payment of dues  
and that one such termination was on October 3, 1935.

## II.

(Beginning on page 5)

31. They deny that the dues, fees and assessments  
used for the purposes stated in paragraph 31, and  
the remainder of said paragraph. They allege that  
the petitioners are employed in a craft or class repre-

by the defendant Brotherhood of Railway Clerks, and they repeat, reallege and reaffirm the allegations in answer to paragraph 25 above as further answer to paragraph 31.

32. They deny that the dues, fees and assessments are used for the purposes stated in the first subparagraph of paragraph 32, and deny the remainder of the first subparagraph of paragraph 32. As further answer to said subparagraph they allege that all the petitioners are employed in a craft or class represented by the defendant Brotherhood of Railway Clerks, and they repeat, reallege and reaffirm the allegations in answer to paragraph 25 above.

They deny that the dues, fees and assessments are used for the purposes stated in the second, third, fourth, and fifth subparagraphs of paragraph 32, and deny the remainder of the said subparagraphs of paragraph 32. As further answer to said subparagraph they allege that all the petitioners are employed in a craft or class represented [fol. 169] by the defendant Brotherhood of Railway Clerks, and they repeat, reallege and reaffirm the allegations in answer to paragraph 25 above.

They allege further that the defendant unions do not expend any funds or engage in any activities in an effort or attempt to convert petitioners or anyone else to any political or economic ideologies; that the policies of said defendants are not controlled by a small group of individuals but are arrived at by their members collectively through democratic processes established by their constitutions; and that all the activities and expenditures of said defendants pertaining to the dissemination of information are carried on pursuant to their obligation to keep the employees they represent informed of developments of mutual interest to the employees they represent in their capacity as such employees.

33. They deny the allegations of paragraph 33. For further answer, they allege that all the activities of the defendant unions and their local lodges are carried on for the purpose of maintaining their existence and position as effective collective bargaining agents of the employees they represent and conducting collective bargaining activities; that all such activities and expenditures are germane to

collective bargaining; and they repeat, reallege affirm the allegations these defendants make answer to paragraphs 25 and 32 of the petition as

### III.

41. They admit the allegations of paragraph

### IV.

42. They admit the allegations of the first sub of paragraph 42. They allege that only in their [fol. 170] of statutory collective bargaining rights could the defendant labor organizations leg into the union shop agreement, pursuant to S Eleventh of the Railway Labor Act.

They deny the second and third subparagraphs graph 42. For further answer to said second subparagraphs, they allege the following facts:

Pursuant to the provisions of the Railway L the duly authorized and designated representative that Act of 17 classes and crafts of non-operating employees (including all the unions defendant in tion) on February 5, 1951 served a uniform notice railroads generally throughout the United States ing the defendant railroads, proposing the making shop and check off agreements drawn substantial language of Section 2, Eleventh of the Railway L permitting such agreements. Less comprehensive shop agreements were thereafter negotiated with railroads, not including any of the defendant railr the dispute arising from the proposal of February remained unsettled on the overwhelming propo the railways throughout the country, including th dant railroads, on November 15, 1951, and the Pres the United States on the date appointed Emergency No. 98 pursuant to Section 10 of the Railway La to investigate the dispute and to report thereon Said Emergency Board made such investigation port, and thereupon ceased to exist and engaged in activities. The defendant railroads, among other appeared before said Emergency Board urging said [fol. 171] to recommend against the making of an

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as amended.

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shop agreements. Said Emergency Board No. 98 made report to the President on February 14, 1952. In report it recommend that all the carriers that appear before it enter into a joint national agreement with 17 organizations represented through their Employes National Conference Committee providing for a union shop and check off less comprehensive and more restrictive than the agreement requested by the labor organizations. railroads, including the defendant railroads, refused to enter into such an agreement and in consequence no joint national agreement was made. However, in the course of the next year the great majority of the carriers throughout the country, exceeding 250 in number, but not including any of the defendant railroads, made agreements with Employes National Conference Committee less comprehensive and more restrictive than that recommended by Emergency Board 98. After such preponderance of the railroads had entered into such agreements, the defendant railroads entered into the union shop agreement with the defendant unions which is substantially the same as that entered into by almost all the railroads in the country.

These defendants first entered into activities seeking a union shop as a result of persistent demands of their membership extending over many years, and supported enactment of Section 2, Eleventh of the Railway Labor Act for that reason. The matter of a union shop agreement had been the subject of resolutions in many conventions of defendant labor organizations. During the years that Section 2, Eleventh was under consideration by Congress and [fol. 172] union shop agreements were being negotiated, wide publicity was given to such activities by the daily press, the newspaper "Labor" and the publications of the defendant unions, and such activities were a subject of conversation among the employees represented by the defendant unions, including the employees of the defendant railroads they represent. The overwhelming proportion of the employees represented by the defendant unions, including those they represent who are employed by the defendant railroads, indicated approval of such activities.

43. They admit that Section 2, Eleventh provides in part as stated in the first subparagraph of paragraph 43. They admit that in negotiating and executing the union shop

agreements with the defendant railroads, the  
Section 2, Eleventh of the Railway Labor Act  
the remainder of paragraph 43.

## V.

45. They deny paragraph 45.

## VI.

50. They deny paragraph 50 and allege they  
shop agreements with the defendant railroads  
establish any condition precedent to employment  
allege further that enjoining any or all of said  
agreements would contravene the public policies  
of Georgia.

## VII.

51. They deny paragraph 51. For further  
said paragraph they repeat, reallege and re-  
allege the second and subsequent subparagraphs of the am-  
[fol. 173] graph 25 *supra*. They allege fur-  
ther that defendant unions do not expend any funds  
on any activities in an effort or attempt to con-  
vert plaintiffs or anyone else to any political or economic  
force upon plaintiffs or anyone else ideological  
conformity; that the policies of said defendants  
views held by the said defendants are not controlled  
by a small group of individuals but are arrived at  
by their members collectively through democratic process  
by their constitutions; and that all the ac-  
tivities and expenditures of said defendants pertaining to  
the collection of information are carried on pursuant to  
the constitution to keep the employees they represent  
informed of mutual interest to the employees  
they represent in their capacity as such employe-

## VIII.

52. They admit paragraph 52.

## IX-XI.

53, 55, 57. Paragraphs 53, 55, and 57 consist  
and conclusion not requiring answering. To t

they relied on  
Act, and deny

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they may be construed to contain allegations, they denied.

Answering further, these defendants allege that no provision of the union shop agreement or its operation poses on anyone any conformity to or with anything requires anyone to think or say anything or to support or oppose any person, concept or thing or to subject him or herself to anything other than to contribute, together with all other employees represented by the collective bargaining representative of his or her craft or class, on [fol. 174] equal and non-discriminatory basis, to the support of the collective bargaining agency of the craft in which he or she is employed, by the payment of the periodic initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership, and that said amounts are very moderate. Answering further, these defendants repledge and reaffirm the allegations *supra* in answer to paragraphs 25 and 32 of the answer to the petition amended.

## XII-XIV.

The amendments made by these sections of the Amendment to Petition constitute prayers for relief, which need not be answered and which should be denied.

Wherefore, having fully answered, the union defendants pray that the Petition be dismissed, the injunction dissolved, and costs assessed against petitioners.

Respectfully submitted,

Milton Kramer, Schoene and Kramer, 1625 K Street  
N.W., Washington 6, D.C.

David L. Mineey, 321 Cotton Avenue, Macon,  
Georgia.

October 6, 1958

[fol. 175] *Duly sworn to by Earl R. Kinley, jurat omitted in printing.*

[fol. 176] CERTIFICATE OF SERVICE (omitted in printing).

[fol. 177]

## IN THE SUPERIOR COURT OF [REDACTED]

[Title omitted]

## PRE-TRIAL ORDER—November 1958

This cause came on for pre-trial conference on November 23, 1958, before me, the presiding judge of the Superior Court of Bibb County, Georgia, with counsel for both parties being before the Court, and, pursuant to Sections 81-1013 and 81-1014 of the Code of Georgia, authorizing and governing pre-trial proceedings. No action was taken at said conference.

## Stipulation

The parties presented to the Court a Stipulation of Facts attached thereto, which was read and executed by Counsel for all parties.

The Stipulation contains an agreement by both the law and the facts to the Court, and provides for the introduction of certain evidence in addition to the stipulated facts.

The Court accepted the Stipulation of Facts; approved the procedures for the admission of specified additional evidence; agreed to [fol. 178] a jury; and scheduled trial for the week of November 10, 1958.

Plea of *Res Judicata*

The defendants other than the Railway Company, requested leave to withdraw a plea of res judicata previously filed by them on May 22, 1958. The Court granted that request and said defendants withdrew said plea of *res judicata*.

Objections to Answer of Defendants  
The Railway Company Defendants

The plaintiffs then requested permission to file their objections to the filing of the Jury's

OF BIBB COUNTY

[ed]

umber 10, 1958

conference on September  
judge, in the Superior  
counsel for all parties  
suant to the provisions  
Code of Georgia (Ann.)  
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Railway Company de-  
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22, 1958. The Court  
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Defendants

ermission to withdraw  
e July 22, 1957 answer

of the defendants other than the Railway  
fendants, which objections had been filed by  
August 27, 1957.

The Court granted that request and said o  
withdrawn by plaintiffs.

#### Amendments to Petition

The plaintiffs offered an amendment to  
which amendment was personally served upon  
present.

Plaintiffs stated that they would request  
tion of Charles L. Bradford, *et al.*, for leave  
herein, filed July 12, 1953, be dismissed in  
above-mentioned amendment were received via  
tion by other parties, and the Court stated  
event, said request would be granted.

[fol. 179] Plaintiffs' Notice to Produce

Plaintiffs then requested leave to withdraw  
produce 6 items in writings, letters and docu-  
used as evidence for plaintiff S. B. Street, who  
served upon counsel for the labor union on  
January, 1958. The Court granted that re-  
notice to produce was withdrawn.

#### Other Matters

The parties agreed that they would not offer  
introduction of any of the documentary evidence  
in the Stipulation or identified in the depo-  
tion in the Stipulation on the ground that what  
offered is a mere copy and not the original.

#### Order

In view of the foregoing and pursuant to O.C.G.A.  
Ss 81-1014 the Court enters the following  
shall control the subsequent course of this cause  
modified at the trial to prevent manifest injustice.

(1) The Stipulation and Stipulation of Fact  
by the parties on August 14, 1958, and pro-  
pre-trial conference, is approved by the Court.

(2) The trial of this cause is hereby set for the week of November 10, 1958, and will be held at

(3) The withdrawal of the plea of fores filed by the defendants other than the railroad company on May 22, 1958, is approved.

(4) The withdrawal of objections filed herein on August 27, 1957, to the answer [fol. 180] other than the railroad company's withdrawal of plaintiffs' notice to appear, writings, letters and documents relating to 10th Street and served in January, 1958, is approved.

(5) The amendment to the petition of plaintiffs is allowed and ordered filed subject to the defendants to demur or object to the same as prescribed by law.

(6) The request of the plaintiffs to have Charles L. Bradford, *et al.*, for leave to file a motion for new trial will be granted if no objection is made to the petition proffered at the pre-trial conference. In the event objection is made to said application, the plaintiffs may renew their request at an appropriate time before or at trial.

So Ordered this 10th day of November,

O. L. Long, Judge, Bibb Superior  
Judicial Circuit.

We consent and agree to the above

Gambrell, Harlan, Russell, Moye  
Smythe Gambrell, Charles A. Moye, Jr.  
Counsel for Plaintiffs.

[fol. 181] Schoene & Kramer, M. K.  
Defendants other than Railroad Company

David L. Mincey, Counsel for Defendants  
Railroad Company Defendants.

Bloch, Hall, Groover & Hawkins,  
Counsel for Railroad Company Defendants

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abér, 1958.

erior Court, Macon

order:

& Richardson, E.  
, Terry P. McKenna,

Kramer, Counsel for  
mpany Defendants.

defendants other than

s, Charles J.. Bloch,  
ndants.

Harris, Russell, Weaver & Watkins, Counsel for  
railroad Company Defendants.

[File Endorsement Omitted]

[fol. 182]

IN THE SUPERIOR COURT OF BIBB COUNTY

[Title omitted]

FINDINGS, CONCLUSIONS, ORDER, JUDGMENT  
AND DECREE—December 8, 1958

The above-styled cause, by agreement of all  
having come on regularly to be tried by this Court  
out a jury, November 10, to 13, and November 21.  
The Court, after receiving evidence and hearing oral  
ment and considering the entire record finds and con-  
that:

(1) The Court has jurisdiction of all parties  
the causes of action asserted by the plaintiffs. This  
class action in which the plaintiffs represent herein-  
non-operating employees of the railroad defendants  
fected by, and opposed to, the hereinafter referred  
union shop agreements, who also are opposed to  
[fol. 183] lection and use of periodic dues, fees and  
ments for support of ideological and political do-  
and candidates and legislative programs or for other  
poses other than the negotiation, maintenance and  
istration of agreements concerning rates of pay, ru-  
working conditions, or wages, hours, terms or other  
tions of employment or the handling of disputes re-  
to the above. The individual defendants and labor orga-  
nization defendants represent all the members of said  
organization defendants.

(2) Effective April 15, 1953, the labor organization  
fendants, without authority from the employees  
sented by them but relying upon such authority as  
be implied from the Railway Labor Act, and without

ing said employees any opportunity to express themselves with respect thereto, entered into union shop agreements with the railroad defendants. The union shop agreements provide, in part, that all non-operating employees of the railroad defendants, including plaintiffs and those represented by plaintiffs, must "as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class (the labor organization defendants herein) within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organizations" and that "Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure [fol. 184] of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership."

(3) Said union shop agreements are being enforced by the labor organization defendants and the railroad defendants with respect to plaintiffs and the class they represent, except as to three of the named plaintiffs herein who have filed bonds pursuant to order of this Court suspending the effectiveness of the agreements pending the determination of this litigation, and as to them the union shop agreements would be enforced but for the posting of such bonds.

(4) Pursuant to the said union shop agreements, and, except as indicated in paragraph (3) above, each of the plaintiffs and each member of the class they represent has been, is being, and, unless the injunction requested by them is granted, will be compelled to pay initiation fees, reinstatement fees and periodic dues in substantial amounts to the labor organization defendant representing his or her craft or trade as a condition of employment or con-

tinued employment, and to become or remain a member of said labor organization defendant.

(5) The funds so exacted from plaintiffs and the class they represent by the labor union defendants have been, and are being, used in substantial amounts by the latter to support the political campaigns of candidates for the offices of President and Vice President of the United States, and for the Senate and House of Representatives of the United States, opposed by plaintiffs and the class they represent, and also to support by direct and indirect financial contributions and expenditures the political campaigns of candidates for State and local public offices, opposed by plaintiffs and the class they represent. The said funds are [fol. 185] so used both by each of the labor union defendants separately and by all of the labor union defendants collectively and in concert among themselves and with other organizations not parties to this action through associations, leagues, or committees formed for that purpose.

(6) Those funds have been and are being used in substantial amounts to propagate political and economic doctrines, concepts and ideologies and to promote legislative programs opposed by plaintiffs and the class they represent. Those funds have also been and are being used in substantial amounts to impose upon plaintiffs and the class they represent, as well as upon the general public, conformity to those doctrines, concepts, ideologies and programs.

(7) The exaction of moneys from plaintiffs and the class they represent for the purposes and activities described above is not reasonably necessary to collective bargaining or to maintaining the existence and position of said union defendants as effective bargaining agents or to inform the employees whom said defendants represent of developments of mutual interest.

(8) The exaction of said money from plaintiffs and the class they represent, in the fashion set forth above by the labor union defendants, is pursuant to the union shop agreements and in accordance with the terms and conditions of those agreements.

Said union shop agreements were negotiated and entered into and are maintained, administered and enforced by the labor union defendants and the railroad defendants pursuant to the provisions of the Railway Labor Act (45 U.S.C. Sect. 151 *et seq.*) and particularly Section 2 (First), (Second), (Third), (Fourth), (Seventh) and (Eleven), 5, 6 and 10 thereof.

[fol. 186] Said union shop agreements are permitted by Section 2 (eleventh) of the Railway Labor Act (45 U.S.C. Sect. 152) "notwithstanding any other provision of this Act or of any other statute or law of the United States or territory thereof, or of any State."

Said exactation and use of money and said union shop agreements and their enforcement are contrary to the Constitution, the law and public policy of this State and are contrary to the statutes or laws of other states in which the defendant railroads operate. Said exactation and use of money, said union shop agreements and Section 2 (eleventh) of the Railway Labor Act and their enforcement violate the United States Constitution which includes the First, Fifth, Ninth and Tenth Amendments thereto guaranteeing individuals protection from such unwarranted invasion of their personal and property rights, (including freedom of association, freedom of thought, freedom of speech, freedom of press, freedom to work and their civil freedom and rights) under the cloak of federal authority.

(9) Unless enjoined, defendants will continue the complained of acts above mentioned, the union shop agreements having no termination date, and the injury to plaintiffs will be irreparable.

(10) The labor union defendants, by their commingling of funds used for collective bargaining purposes and other activities and those used for the complained of purposes and activities set forth above have made it impossible to segregate the amount of dues collected from plaintiffs in the class they represent which are and will be used for collective bargaining purposes from those which are and will be used for the complained of purposes and activities set forth above.

Wherefore, it is Ordered, Adjudged and Decreed that:

Defendants, Georgia Southern and Florida Railway Company; Southern Railway Company; Cincinnati, New Orleans and Texas Pacific Railway; Alabama Great Southern Railroad Company; New Orleans and Northeastern Railroad Company; Carolina and Northwestern Railway Company; New Orleans Terminal Company; St. Johns River Terminal Company; Harriman and Northeastern Railroad Company; International Association of Machinists; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; Sheet Metal Workers International Association; International Brotherhood of Electrical Workers; Brotherhood of Railway Carmen of America; International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers; Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; Brotherhood of Maintenance of Way Employees; Order of Railroad Telegraphers; Brotherhood of Railroad Signalmen of America; National Organization Masters, Mates and Pilots; National Marine Engineers Beneficial Association; American Train Dispatchers Association; Railroad Yardmasters of America; L. C. Ritter, R. H. Hubbard, Norman Dugger, J. R. Westbrook, John Pelkafer, T. B. Steadman, C. J. Brice, C. D. Bruns, W. G. Roberts, H. H. Dent, J. J. Duffy, B. R. Acuff, T. J. Roberts, Irvin Barney, W. W. Dyke, W. B. Chapman, Anthony Matz, J. H. Desotell, Lewis Craig, George M. Harrison, G. A. Link, J. D. Avera, J. P. Alexander, G. W. Ball, R. K. Lanfair, F. G. Gardner, H. R. Duensing, E. V. Peed, Jesse Clark, E. C. Melton, F. O. Dasher, B. T. Hurst, John M. Bishop, W. L. Ball, William O. Holmes, O. H. Braese, R. M. Crawford, T. W. Grimmett, M. G. Schoch, H. E. Ivey, T. J. Dame, and Charles J. MacGowan, and all persons, firms or corporations acting in concert with them, be and they hereby are perpetually enjoined from enforcing the said union shop agreements (copies of which are attached as exhibits to the petition herein) and from discharging petitioners, or any member of the class they represent, for refusing to

become or remain members of, or pay periodic dues or assessments to, any of the labor union defendants; provided, however, that said defendants may at any time petition the court to dissolve said injunction upon a finding that they no longer are engaging in the illegal and unlawful activities described above.

In response to the prayers of the plaintiffs and railroad defendants for declaratory judgment, I find declare Section Two (Eleventh) of the said Railway Labor Act to be unconstitutional to the extent that it permits or is applied to permit, the exaction of funds from plaintiffs and the class they represent for the complained-of purposes and activities set forth above, and I hereby declare the union shop agreements, copies of which are attached to the petition, to be null, void, and of no effect as between the parties, and that the above-described enforcement of said union shop agreements is illegal in that it deprives plaintiffs, and the class they represent, of the above-mentioned personal rights guaranteed by the Constitution of the United States and the laws and regulations of this State and other States as set forth above. I further find and declare that plaintiffs are entitled to the return of all periodic dues, fees and assessments which they have been compelled to pay the labor union defendants under the terms of the union shop agreements.

**It Is Further Ordered and Decreed That:**

Hazel E. Cobb do have and recover of the defendant, the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and the members thereof, the sum of . . . \$158.25;

J. H. Davis do have and recover of the defendant, the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and the members thereof, the sum of . . . \$133.50;

S. B. Street do have and recover of the defendant, the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and the members thereof, the sum of . . . \$151.50;

This decree and order shall operate as an adjudication of the basic common rights asserted by plaintiffs in their own behalf and on behalf of other employees of the defendant railroads similarly situated, and shall not constitute any adjudication of claims for monetary damage, or for refund of dues, fees or assessments, if any, of any members of such class who have not made an individual personal appearance in this case.

\*It is further ordered that the plaintiffs have and recover of the defendants judgment in the sum of \$210.45, costs, for the use of the officers of the Court.

This 8 day of December, 1958.

O. L. Long, Judge of Superior Courts, Macon Judicial Circuit.

[File endorsement omitted]

[fol. 190]

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA

No. 16,537

NANCY M. LOOPER, *et al.*, Plaintiffs,

v.

GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY, *et al.*,  
Defendants.

Brief of the Evidence

had upon the trial of the above-captioned case, approved by the Trial Judge pursuant to Code of Georgia, Section 6-802, after written notice to the opposite parties required by Code Section 24-3364.

Said case was tried before the Honorable O. L. Long, Judge of Bibb Superior Court, beginning November 10, 1958, without a jury by agreement of the parties. Judgment for the Plaintiffs was entered December 8, 1958.

## APPEARANCES

The Plaintiffs were represented at the trial by: M. E. Smythe, Gambrell, Charles A. Moye, Jr., and Te. McKenna, all of Atlanta, Georgia.

The Railway Company Defendants (who introduced evidence and examined no witnesses) were represented at the trial by: Messrs. Charles J. Bloch, and John B. H. Jr., both of Macon, Georgia.

The Individual Defendants and Labor Organization defendants were represented at the trial by: Messrs. H. P. Schoene and Milton Kramer, of Washington, D.C. by David L. Mincey, of Macon, Georgia.

[fol. 191] The evidence in order of introduction consists of: (1) A stipulation (2) Depositions of witnesses given by Plaintiffs and (3) Documentary evidence read in record or introduced into evidence.

• • • • •

Deposition of A. E. Lyon, a witness for the plaintiffs

Direct examination.

By Mr. Moye:

Q. Please state your full name and address.

A. My name is A. E. Lyon, and my office address is Third Street Northwest, Washington 1, D.C.

Q. What is your occupation?

A. I am Executive Secretary-Treasurer of the Railway Labor Executives Association.

Q. Are you also Chairman of Railway Labor's Political League?

A. Yes.

[fol. 192] Q. Do you receive remuneration for your services as Chairman of Railway Labor's Political League?

A. No.

Q. I hand you a document entitled "Stipulation of Facts" which is a document attached to a stipulation in the case of Nancy M. Looper, et al.; against Georgia, South Florida Railway Company, et al., which is Case No. 1 now pending in the Superior Court of Bibb County, Georgia.

Messrs.  
Terry P.  
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No. 16,537  
y, Georgia

Have you seen that document prior to this time?

A. Yes.

Q. As the Executive Secretary-Treasurer of Railway Labor Executives Association, are you familiar with a of its operations and activities?

A. Yes, I am.

Q. Mr. Lyon, directing your attention to the document entitled "Stipulation of Facts", which I handed you a moment ago, and looking at paragraph 25, will you tell me if the statements in that paragraph are true, accurate, correct and complete?

A. The statements contained in paragraph 25 of the document which I have here, entitled "Stipulation of Facts", are true, accurate, correct and complete.

Q. Are the statements contained in paragraph 26 of that document true, accurate and correct?

A. Yes, they are.

Q. Directing your attention to paragraph 27 of the document, will you tell me if the statements contained in that paragraph are true, accurate and correct?

A. Yes, they are.

Q. You will note that paragraph 27 contains a tabulation or chart, showing assessments made by Railway Labor Executives Association upon the labor unions listed in the tabulation, or chart, for the calendar years from 1954 to 1958.

[fol. 193] Are the amounts listed in each of those years for each of the labor unions shown complete?

A. Yes, they are. I have checked the amounts appearing in that tabulation, or chart, for the years shown, against the records maintained by Railway Labor Executives Association, and the amounts shown are, in fact, assessments upon the labor unions shown, and are the total amounts of such assessments in each of the years shown in the tabulation, or chart, paid by those organizations to the Railway Labor Executives Association.

Mr. Moye: No further questions.

Mr. Edward J. Hickey. (Personal counsel for the witness): No questions.

Mr. Kramer: No questions.

(Deposition concluded.)

Deposition of CYRUS T. ANDERSON, a witness  
tiffs:

Direct examination.

By Mr. Moye:

Q. Please state your name and address.

A. My name is Cyrus T. Anderson. My office  
Street, Northwest, Washington, D.C.

Q. What is your occupation?

A. I am the Secretary-Treasurer of Rail  
Political League, and Assistant to the Chair  
way Labor Executives Association.

Q. I hand you herewith a document entitled  
of Facts," which is a document attached to a  
the case of Nancy M. Looper, et al., against G  
ern and Florida Railway Company, et al., v.  
No. 16,537, now pending in the Superior C  
County, Georgia.

Q. Have you seen that document prior to thi

A. Yes, I have.

Q. As Secretary-Treasurer of Railway La  
League, are you familiar with all of the o  
activities of that organization?

[fol. 194] A. Yes. As Secretary-Treasurer  
Labor's Political League I am familiar with al  
tions and activities.

Q. Mr. Anderson, directing your attention  
ment entitled "Stipulation of Facts" which  
a moment ago, and specifically to the last state  
graph 25 of that document, is it true that yo  
ployee of Railway Labor Executives Associa  
employed as an Assistant to the Chairman of  
tion?

A. Yes, that is true. I might add that it is  
appears in that same paragraph of the docum  
have handed me, that I receive a salary for m  
that Association.

Q. Looking now, Mr. Anderson, at para  
document, is it true that you, as well as mem  
way Labor Executives Association, actively a

fluence all kinds of legislation in which the Chief Executive, members of that Association, deem the members of their organization have an interest?

A. Yes, that is true.

Q. Is it also true, Mr. Anderson, that these attempts to influence legislation are made through personal contact and persuasion with Congressmen and U. S. Senators?

A. Yes, that is true.

Q. Will you look now, Mr. Anderson, at paragraph 28 of that document and tell me if the statements in paragraph 28 are true and correct?

A. I have read the statements, consisting of three paragraphs, designated as paragraph 28, which appear in that document, and all of these statements are true and correct.

Q. Have you read the statements contained in paragraph 29 of that document?

A. Yes, I have.

[fol. 195] Q. Are those statements true and correct?

A. Yes, they are.

Q. Mr. Anderson, have you read the statements in paragraph 30 of that document relating to contributions made to the so-called "educational" fund of Railway Labor's Political League?

A. Yes, I have.

Q. Is each of those statements true, accurate and correct?

A. Yes, sir, each statement made in paragraph 30 of that document is true, accurate and correct.

Q. Directing your attention, Mr. Anderson, to the tabulation or chart which appears as a part of paragraph 30, which shows contributions made to the so-called "educational" fund of Railway Labor's Political League by various organizations named in that chart for the period beginning January 1, 1954, and ending June 13, 1958, are the amounts shown for each of the organizations true, accurate and correct?

A. Yes, sir, they are.

Q. Are they complete, that is, does that tabulation, chart, list all of the contributions made by each of the organizations shown on that tabulation, or chart, for the period shown?

A. Yes, sir. I have checked the amount tabulation against the records maintained by the Railway Labor's Political League and can say that the amounts shown in that tabulation are complete and accurate to the best of my knowledge and belief.

Q. Directing your attention now, Mr. Anderson, to paragraph 31 of that document, is the statement in that paragraph true, accurate and correct?

A. Yes, sir, they are.

Q. Directing your attention to paragraph 32 of that document, Mr. Anderson, which paragraph states the amount of money support given to the collection of money [fol. 196] "free" fund of Railway Labor's Political League by the various labor union organizations, is the statement in that paragraph true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 33 of that document true, accurate and correct?

A. Yes, sir, those statements are true and accurate.

Q. Are the amounts of money listed in paragraph 33 of that document complete?

A. The amounts of money in the tabulation referred to in paragraph 33 refer are the receipts into the "free" fund of Railway Labor's Political League from all sources for the years 1954, 1955, 1956, 1957 and the first part of 1958. I personally checked the amounts listed in paragraph 33 against the records which I maintain for Railway Labor's Political League, and the amounts stated in the tabulation are the same as those shown on the records maintained by the Railway Labor's Political League. That tabulation is complete and accurately all of the receipts into the Railway Labor's Political League for the years shown.

Q. Is the statement in paragraph 33 of that document true, accurate, correct and complete?

A. Yes, sir, it is.

Q. Is the statement contained in paragraph 34 of that document true, accurate, correct and complete?

A. Yes, sir, it is.

Q. Is the statement contained in paragraph 35 of that document true, accurate, correct and complete?

A. Yes, sir, it is.

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Q. Is the statement contained in paragraph 38  
document true, accurate, correct and complete?

A. Yes, sir, it is.

[fol. 197] Q. Is the statement contained in paragraph  
of that document true, accurate, correct and complete?

A. Yes, sir, it is.

Q. Is the statement contained in paragraph 40  
document true, accurate, correct and complete?

A. Yes, sir, it is.

Q. Is the statement contained in paragraph 41  
document true, accurate, correct and complete?

A. Yes, sir, it is.

Q. Is the statement contained in paragraph 42  
document true, accurate, correct and complete?

A. Yes, sir, it is.

Q. I hand you now, Mr. Anderson, a document  
"Plaintiffs' First Request for Admissions", which  
of the record in this case. The labor union defendant  
already admitted the truth and accuracy of the  
stated therein. I should like to ask you just a few  
questions with respect to that document.

Directing your attention to paragraph 1(c) which  
at page 24 and runs through to page 29 of that docu-  
you will notice the tabulation consists of expendi-  
from the funds of Railway Labor's Political League  
years 1956 and 1957.

Is that a complete listing, that is, does that tabu-  
show all the contributions to candidates for federal  
or expenditures on behalf of such candidates for  
years?

A. Yes, sir, it is. I have checked that listing against  
records maintained by RLPL and the listing in the  
quest for Admissions is accurate and complete, and  
all contributions to candidates for federal office or ex-  
penses on behalf of such candidates for the period  
made from the "free" fund of Railway Labor's P  
League.

[fol. 198] Q. Were any contributions or expendi-  
made from the "free" fund of Railway Labor's P  
League to persons or for purposes which are not shown  
that listing?

A. For the period shown in that R contributions or expenditures made of Railway Labor's Political League t poses which are not shown on that list that listing with the records which ar way Labor's Political League, and th true and complete.

Q. I hand you now a document entit stituted Third Request for Admission of the record in this case. Directing tabulation starting on page 2 and end 6 of that document, you will notice th of expenditures from the fund of Rail League for the period from 1953 to 195

Is that a complete listing, that is, show all contributions to candidates expenditures on behalf of such candid

A. Yes, it is. I have checked that records maintained by RLPL and th quest for Admissions is accurate and all contributions to candidates for fed tures on behalf of such candidates. f made from the "free" fund of Railw League.

Q. Were any contributions or expo the "free" fund of Railway Labor's persons or for purposes which are no ing?

A. For the period shown there w or expenditures made from the "free" Labour's Political League to persons o [fol. 199] are not shown on that listing the listing in that Request for Admiss maintained by Railway Labor's Polit that period, and the listing in that R and correct one.

Mr. Moye: No further questions.

Mr. Edward J. Hickey (Personal ness): No questions.

Mr. Kramer: No questions.

quest, there were no  
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o persons or for pur-  
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that listing is correct,

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l counsel for the wit-

Deposition of JOHN T. O'BRIEN, a witness for  
tiffs:

Direct examination.

By Mr. Moye:

Q. Will you please state your full name and address?

A. My name is John T. O'Brien. My office address is Machinist's Building, 1300 Connecticut Ave., Washington, D.C.

Q. Are you also known as Jack O'Brien?

A. I am.

Q. By whom are you employed?

A. By the Machinists Non-Partisan Political League.

Q. What position do you occupy?

A. I am coordinator of the Machinists Non-Partisan Political League.

Q. In your position as coordinator, are you the administrative officer of the Machinists Non-Partisan Political League?

A. Yes, I am.

Q. As coordinator, are you familiar with the organization and activities of the Machinists Non-Partisan Political League?

A. Yes, I am.

Q. I hand you a document entitled, "Stipulation," the same being a document attached to a stipulation in the case of Nancy M. Looper, et al. against Georgia & Florida Railway Company, et al., which is No. 16,537, now pending in the Superior Court of Bibb County [fol. 200] Georgia. Have you seen that document this time?

A. Yes, I have.

Q. Directing your attention, Mr. O'Brien, to page 58 of the document I have just handed you, are the statements contained in that paragraph true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 58 of the document true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 60 of that document true, accurate and correct?

A. Yes, they are correct.

Q. Are the statements contained in paragraph 61 of that document true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 62 of that document true and accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 63 of that document true, accurate and correct?

A. Yes, they are.

Q. Are they complete, that is, does the tabulation, or chart, shown in that paragraph 63 list all of the contributions made by each of the groups or organizations shown on that tabulation, or chart, for the periods shown?

A. Yes, they are.

Yes, I have checked the amounts listed in that tabulation against the records maintained by the Machinists Non-Partisan Political League and say that the amounts shown in that tabulation are complete and accurate.

Q. Are the statements contained in paragraph 64 of that document true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 65 of that document true, accurate and correct?

[fol. 201] A. Yes, they are.

Q. Are the amounts of money listed in that tabulation complete?

A. The amounts of money in the tabulation to which you refer are the receipts into the general fund of the Machinists Non-Partisan Political League from all sources for the years 1954, 1955, 1956, 1957, and the first half of 1958.

I have personally checked the amounts listed in paragraph 65 with the records maintained by the Machinists Non-Partisan Political League and the amounts stated in the tabulation in paragraph 65 are the same as those shown on the records maintained by the Machinists Non-Partisan Political League.

That tabulation shows correctly and accurately all of the receipts in the general funds of the League for the year shown.

Q. Are the statements contained in paragraph 66 of that document true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 67 of that document true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 68 of that document true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 69 of that document true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 70 of that document true and accurate?

A. Yes, they are.

Q. Are the statements contained in paragraph 71 of that document true and accurate and correct?

A. Yes, they are.

[fol. 202] Q. Are the statements contained in paragraph 72 of that document, true, accurate and correct?

A. Yes, they are.

Q. Are the statements contained in paragraph 73 of that document true, accurate and correct?

A. Yes, they are.

Q. I hand you now, Mr. O'Brien, a document entitled "Plaintiff's First Request for Admission", which is a part of the record in this case. The labor union defendants have already admitted the truth and accuracy of the matters stated therein.

I should like to ask you just a few questions with respect to this document.

Directing your attention to the tabulation in paragraph 1(b), beginning on page 18 and running through page 23 of that document, you will notice the tabulation consists of expenditures from the funds of the Machinists Non-Partisan Political League for the years 1956 and 1957.

Is that a complete listing, that is, does that tabulation show all contributions to candidates for public office or expenditures on behalf of such candidates for these years?

A. Yes, it does. I have checked that listing against the records maintained by MNPL and the listing contained in the plaintiff's first request for admission is accurate and complete. For the years shown in that request there were no contributions to candidates for public office or expenditures in behalf of such candidates which are not shown in this listing and that request for admissions.

Q. Were each of those expenditures shown in that tabulation made from the general funds of the Machinists Non-Partisan Political League?

A. Yes. Each expenditure shown in that tabulation with respect to campaigns for federal office were made from the general funds of the League. Most expenditures shown [fol. 203] with respect to campaigns for non-federal office were made with educational funds.

Q. I hand you now, Mr. O'Brien a document entitled "Plaintiff's Substituted Third Request for Admission" which has been filed in this case.

Directing your attention to the tabulations starting at the top of page 6 and ending on the top of page 9 of that document, you will notice that tabulation consists of expenditures from the funds of the Machinists Non-Partisan Political League for the period from 1953 to and including 1955.

Is that a complete listing, that is, does that tabulation show all contributions to candidates for public office or expenditures on behalf of such candidates for those years?

A. Yes, it does. I have checked that listing against the records maintained by MNPL and the listing contained in the Plaintiff's Substituted Third Request for Admission is accurate and complete. For the years shown in that request, there were no contributions to candidates for public office or expenditures in behalf of such candidates which are not shown in the listing in that request for admissions.

Q. Were each of those expenditures shown in that tabulation made from the general funds of the Machinists Non-Partisan Political League?

A. Yes. Each expenditure shown in that tabulation with respect to campaigns for federal office were made from the

general fund of the league. Most expenditures shown with respect to campaign for non-Federal Office were made with educational funds.

Q. Were any contributions or expenditures from the general fund of the Machinists Non-Partisan Political League to persons or for purposes which are not shown on the two listings which I have just handed you, that is, Plaintiff's First and Substituted Third Requests for Admissions?

[fol. 204] A. For the years from 1953 to date, there were no contributions or expenditures made from the general funds of the Machinists Non-Partisan Political League to persons or for purposes which are not shown on these two listings.

I have compared these two listings with the records maintained by the Machinists Non-Partisan Political League. These two listings are complete and a correct and true reflection of the matters shown on the records of the Machinists Non-Partisan Political League.

Q. Mr. O'Brien, I hand you here a document entitled, "How Does MNPL determine who will receive support in Congressional Races," which I ask be marked as Plaintiff's Exhibit 1. [Record Exhibit 2.]

Can you tell me if that document was prepared and distributed by the Machinists Non-Partisan Political League?

A. Yes, it was.

Q. Can you tell me how the printing and distribution of that document was financed and when it was first distributed and in what quantities?

A. The cost of printing and distributing that document came out of the educational fund. There were approximately 10,000 copies of that document distributed upon request of local MNPL's during 1954, 1955 and 1956.

Q. Mr. O'Brien, I hand you here a document entitled, "Shop Steward's Guide for Educating Members on Civic Responsibilities", which I ask be marked as Plaintiff's Exhibit 2. [Record Exhibit 3.]

Can you tell me if that document was prepared and distributed by the Machinists Non-Partisan Political League?

A. Yes, it was.

The Machinists Non-Partisan Political League distributed approximately 10,000 copies of that document during [fol. 205] years 1956 and 1957 upon requests of MNPL's.

Q. How was the cost of the printing and distribution of that document financed?

A. From the educational funds of the League.

Q. I hand you a document entitled, "How a Success Legislative Committee Works, a Leaders Handbook which I ask be marked as Plaintiff's Exhibit 3. [Record Exhibit 4.]

Can you tell me if that document was prepared and distributed by the Machinists Non-Partisan Political League?

A. Yes, the League prepared and distributed approximately 10,000 copies of that document during 1956-1957. It was distributed upon requests of local MNPL's.

Q. How was the cost of the printing and distribution of that document financed?

A. The cost came out of the educational fund.

Q. I hand you now a document entitled, "Report of Recommendations of the National Planning Committee of the Machinists Non-Partisan Political League," which I ask be marked as Plaintiff's Exhibit 4. [Record Exhibit 5.]

Was this piece of literature prepared and distributed by the Machinists Non-Partisan Political League?

A. Yes. The League prepared and distributed approximately 5,000 copies of that document during 1956-1958 upon the request of local MNPL's.

Q. How was the cost of the printing and distribution of that document financed?

A. The cost came out of the educational fund.

Q. Mr. O'Brien, in each of your previous answers relating to the funds which bore the cost of the documents which I have just handed you and which have been marked as Plaintiff's Exhibits 1 through and including 4 [Records Exhibits 2-5], is it correct that the funds you referred to are funds of the Machinists Non-Partisan Political League? [fol. 206]

A. Yes, that is correct.

Q. I have no further question.

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Mr. Kramer: No question.

Mr. Plato Papps: (Personal Counsel for the Witness): No questions.

(Deposition concluded.)

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Deposition of HAROLD JACK, a witness for the plaintiffs:

Direct examination.

By Mr. McKenna:

Q. Will you please state your full name and address?

A. My name is Harold Jack and my office address is 815—16th Street, N.W., Washington, D.C.

Q. Is that the address of the AFL-CIO office building in Washington?

A. Yes.

Q. What is your occupation?

A. I am the comptroller of the AFL-CIO.

Q. As part of your duties as comptroller of the AFL-CIO, do you supervise and direct the maintenance of the financial books and records of the AFL-CIO?

A. Yes.

Q. Are those books and records in your custody and control as comptroller?

A. Yes.

Q. Is it correct that under the constitution of the AFL-CIO Mr. George Meany is the President of the AFL-CIO and Mr. William F. Schnitzler is the Secretary-Treasurer and that those two are the two executive officers of the AFL-CIO?

A. Yes, that is correct.

Q. How long have they been such executive officers?

A. Since the merger between the AFL and CIO in December 1955.

Q. What positions did Mr. Meany and Mr. Schnitzler hold before that time?

[fol. 207] A. Mr. Meany was president and Mr. Schnitzler was secretary-treasurer of the American Federation of Labor, one of the merging organizations.

Q. I hand you here a document which I ask you to identify as plaintiff's Exhibit 1 [Exhibit 6], entitled, "Structure of the AFL-CIO," one page, and containing a chart on the back.

Can you tell me what that document is?

A. It is a document published by the AFL-CIO, signed to show the organizational structure of the AFL-CIO.

Q. Is the original chart on the back of the document a true and correct representation of the line organization within the AFL-CIO?

A. Yes.

Q. Can you tell me whether any of the Vice Presidents who are members of the Executive Council are also defendants in this case?

A. After examining the caption of petition I find that of the Vice presidents who are members of the Executive Council, four hold positions with defendants in this case, namely: George M. Hayes, president of the Brotherhood of Railway and Steam Freight Handlers, Express and Station Employees.

A. J. Hayes, president of the International Association of Machinists.

Charles J. McGowan, president emeritus of the National Brotherhood of Iron Ship Builders, Forgers and Helpers.

Joseph D. Keenan, secretary-treasurer of the Brotherhood of Electrical Workers.

Q. In the chart on the back of Plaintiff's [Record Exhibit 6], you will note a heading "Committees." Can you tell me whether those committees are integral parts of the AFL-CIO or [fol. 208] constitute separate organizations?

A. Those committees are integral parts of the AFL-CIO organization.

Q. How are the activities of those committees financed?

A. The activities of all the committees, except the committee on political education, are financed out of the general fund of the AFL-CIO. With respect to the committee on Political Education a substantial portion of its expenses are financed by the general fund of the AFL-CIO.

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on of its ex-  
the AFL-CIO.

That committee also received direct contributions to its educational fund from labor unions affiliated with AFL-CIO. It also receives voluntary contributions from individuals into its political fund, known as the ICP Individual Contributions Fund.

Q. Mr. Jack, does Mr. Schnitzler hold any position on the Committee on Political Education.

A. He is secretary-treasurer of the Committee on Political Education.

Q. You have just stated, Mr. Jack that the activities of the Committees mentioned, including the Committee on Political Education and the Department of Legislation, are financed at least in part by the AFL-CIO. Can you tell us the source of the financing?

A. That financing comes directly out of the general funds of the AFL-CIO.

Q. What is the primary source of the general funds of the AFL-CIO?

A. The primary source of the general funds of the AFL-CIO is a per capita tax upon the membership of labor unions affiliated with the AFL-CIO.

Q. Is it correct that the per capita tax is five cents per member per month for each National and International affiliate of the AFL-CIO?

[fol. 209] A. That is correct.

Q. How many floors does the AFL-CIO building have?  
A. It is an eight floor building with two basements.

Q. Is it correct that the director of the Department of Legislation is Mr. Andrew J. Biemiller?

A. That is correct.

Q. Is he compensated directly by the AFL-CIO?  
A. That is correct.

Q. Who appointed Mr. Biemiller director of the Department of Legislation.

A. Mr. Meany.

Q. Is it correct that Mr. James L. McDevitt is the director of the Committee on Political Education?

A. That is correct.

Q. Who appointed Mr. McDevitt director of the Committee on Political Education?

A. Mr. Meany.

Q. Is it correct that Mr. Alexander I  
director of the Committee on Political E

A. That is correct.

Q. Who appointed Mr. Barkan deputy  
Committee on Political Education?

A. Mr. Meany.

Q. Mr. Jack, I hand you a document  
of the AFL-CIO Executive Council, 19  
be marked for identification as Plaintiff  
ord Exhibit 7].

Was that document prepared under the  
direction of Mr. Meany and Mr. Schnitzl

A. It was prepared under the supervis  
and Mr. Schnitzler and was approved  
Council of the AFL-CIO prior to its p  
convention.

Q. Is it a true and correct copy of  
AFL-CIO Executive Council to the S  
of the AFL-CIO held in Atlantic City, N  
December 5, 1957?

A. Yes.

[fol. 210] Q. As such, is it an official  
Executive Council and of the AFL-CIO?

A. Yes.

Q. I note on page 17 of that documen  
during the fiscal year of July 1, 1956,  
under the heading, "Statement of Headq  
Other Departments—Public Relations,"  
penditure of \$649,596.98 under the he  
grams. Can you tell us whether that at  
cost of daily radio programs featuring E  
and John W. Vandercook as commentat  
on page 314 of the Plaintiff's Exhibit  
7]?

A. That is correct.

Q. Is it correct that the broadcasts are  
the general public as well as to reach th  
AFL-CIO?

A. That is correct.

Q. Mr. Jack, are the American Fed  
AFL-CIO News Official publications of

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entitled, "Report  
57," which I ask  
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he AFL-CIO!

A. Yes. The American Federationist is a monthly  
zine. The AFL-CIO News, a weekly newspaper, are published by the AFL-CIO and are its official

Q. Is the publication cost of each of those paid for out of the general funds of the AFL-CIO?

A. Yes. A charge is made for subscriptions to periodicals but receipts from subscriptions do not cover the costs of publication and distribution.

Q. I have no further questions.

Mr. Kramer: That is all.

(Deposition Concluded.)

[fol. 211] Deposition of ANDREW J. BIEMILLER, a  
for the plaintiffs.

Direct examination.

By Mr. Moye:

Q. Please state your full name and address.

A. My name is Andrew J. Biemiller. My office is at 815 16th Street, N. W., Washington, D. C.

Q. Is that the address of the AFL-CIO office building in Washington?

A. Yes.

Q. What is your occupation?

A. I am director of the Department of Legislation of the AFL-CIO.

Q. How long have you held that position?

A. Since December 20, 1956.

Q. What is the relationship of the Department of Legislation to the AFL-CIO?

A. The Department of Legislation is a Headquarters Staff Department of the AFL-CIO.

Q. Are you the executive head of the Department of Legislation?

A. Yes. I am responsible for the operations of the Department of Legislation of the AFL-CIO. Of course

responsible to Mr. George Meany,  
AFL-CIO.

Q. How many other employees are  
Department of Legislation?

A. I have four legislative represen-  
and also a technical and clerical staff  
ployees.

Q. Do each of you, including your  
employees mentioned above, receive  
from the AFL-CIO?

A. Yes.

Q. Are you a registered lobbyist M

A. Yes..

[fol. 212] Q. Are any of the other  
partment of Legislation registered lo

A. Yes, the four legislative represen-  
are registered lobbyists.

Q. What does it cost to operate the  
islation?

A. From the merger of the AFL and  
1955, through June 30, 1956, the end of  
of the merged organization, the Depa-  
incurred expenses in the amount of \$  
fiscal year, July 1, 1956, to June 30,  
mounted to \$139,071.47. During the period  
July 1, 1957-June 30, 1958, such expen-

Q. Who paid these expenses?

A. All of the expenses which I have  
were paid out of the general funds of the  
Legislative Department of the AFL-CIO.  
student income or method of paying ex-  
a part of the AFL-CIO.

Q. What is the purpose of the De-  
tion?

A. The purpose of the Department is  
promote the Legislative program of the  
AFL-CIO.

Q. Who determines what is the legis-  
AFL-CIO?

A. The legislative program of the  
mined first by the biennial convention.

, the president of the  
are there attached to the  
sentatives assisting me  
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Mr. Biemiller?

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the Department of Leg-

nd CIO on December 5,  
of the first fiscal year  
partment of Legislation  
\$92,343.01. During the  
0, 1957, such expenses  
most recent fiscal year,  
enses were \$175,743.97.

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of the AFL-CIO. The  
CIO has no indepen-  
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islative program of the

ne AFL-CIO is deter-  
on of the AFL-CIO or

in the absence of action at such conventions by the  
tive council of the AFL-CIO between conventions.

Q. Does that program include support for some pro-  
legislation and opposition to other proposed legisla-

A. Yes.

Q. Does that program include legislation pending  
the Congress of the United States or does it include  
tion pending in the legislatures of the several state  
territories?

A. The legislative program of the National AFL-CIO  
related primarily to Federal legislation but includes  
[fol. 213] listed number of state legislative issues of  
concern to unions and union members.

Q. Does the Department of Legislation work a-  
with respect to legislation pending in the several  
as well as that pending in the Congress of the  
States?

A. The Department of Legislation is principally  
ested in legislation pending or proposed in the Cong-  
the United States. Most of the efforts of the Depart-  
are in connection with such legislation. However, the  
partment does counsel with and attempt to assist the  
ous State AFL-CIO bodies which are primarily responsi-  
for legislative activities in the several states and territories.

Q. If the AFL-CIO favors certain proposed legisla-  
what are the duties of the Department of Legislation  
respect to such proposed legislation?

A. The duty of the Department of Legislation with  
spect to such proposed legislation is to attempt activi-  
secure the passage of such legislation in the form fa-  
by the AFL-CIO.

Q. If the AFL-CIO opposes such proposed legisla-  
what are the duties of the Department of Legislation  
respect thereto?

A. It is the duty of the Department of Legislation to  
attempt actively the defeat of such proposed legisla-

Q. Is the Department of Legislation the only depart-  
of the AFL-CIO interested in legislative matters?

A. The Department of Legislation is the only Staff  
partment which has direct responsibility for legisla-  
matters.

Moreover, most of the other Staff Departments or Committees of the AFL-CIO are interested in legislative matters and the Department of Legislation from time to time calls on these other Staff Departments and Committees for special assistance on legislative matters.

Q. In supporting or opposing proposed legislation pending in the Congress of the United States, does the Department of Legislation seek the assistance of other persons or organizations?

A. Yes.

For example, the Department of Legislation often seeks the assistance of labor organizations which are affiliated with the AFL-CIO and every member of those organizations.

Q. How is such assistance solicited by the Legislative Department?

A. The Department of Legislation sends direct letters and action bulletins directed to the officers of the labor organizations affiliated with AFL-CIO. These bulletins are published by the Department of Legislation whenever a broad general response from citizens is required to generate interest in the legislative program of the AFL-CIO or to encourage action within the Congress itself. The bulletins contain concise, detailed information on the background, substance, and status of a bill and request a particular kind of action with respect to that bill.

Q. Does the Department of Legislation cooperate with other organizations or persons in supporting its legislative program before the Congress of the United States?

A. Yes. Obviously where the interests of the AFL-CIO in proposed legislative matters coincides with the interests of other organizations or individuals, it is often more effective and desirable to cooperate with such organizations or individuals in urging mutually desired action with thereto.

Q. Who determines such matters of strategy with respect to legislative matters?

A. Basically the strategy to be followed with respect to pending legislation is determined by myself subject to the direction of the executive officers of the AFL-CIO.

However, President Meany has appointed an administrative committee of the Department of Legislation which discusses the strategy to be followed in sponsoring or opposing proposed legislation and quite frequently the strategy actually followed is that which has been discussed at the meetings of such committee.

Q. Who constitute the administrative committee of the Department of Legislation?

A. The committee is composed of 15 persons, including myself as chairman. Eight of them are National Legislative Representatives of labor unions affiliated with the AFL-CIO and four of them are officers of trade and industrial departments affiliated with the AFL-CIO.

Q. Does it include any persons who are not such National Legislative Representatives of labor unions or officers of trade and industrial departments?

A. Yes. C. T. Anderson, who is also currently a member of that committee, is not the National Legislative Representative of any labor union or an officer of any trade or industrial department affiliated with the AFL-CIO. He is the assistant to the chairman of the Railway Labor Executives Association, as well as secretary-treasurer of Railway Labor's Political League.

Q. Are the legislative proposals in which the Department of Legislation interests itself confined to proposals of direct concern to unions and their members in their roles as unions and union members or do they include other matters of concern to citizens generally.

A. The legislative program of the AFL-CIO, which the Department of Legislation seeks to promote is not confined to legislation or proposed legislation directly affecting unions or union members as unions or union members but covers a broad range of other issues of interest not only to union members but to citizens generally. The range of this program is set forth in the report of the Executive Council to the Second Convention of the AFL-CIO in 1957 and also in a publication of the Department of Legislation entitled, "Labor Looks at the 85th Congress."

Q. I hand you a document entitled, "Report of the Executive Council to the Second Convention of the AFL-CIO, 1957", which was marked for identification as Plaintiff's

Exhibit No. 2 to the deposition of Mr. Harold Jack [Record Exhibit 7], and ask if that is the document to which you have just referred?

A. Yes.

Q. Directing your attention specifically to the text of the document beginning at page 234, entitled, "National Legislation," I ask you whether the discussion of such National Legislation fairly summarizes the scope of the legislative proposals pending before Congress in which the Department of Legislation has interested itself pro or con?

A. Yes. I think that the discussion of National Legislation appearing in that document constitutes a fair summary of the proposals pending before Congress in relation to which the Department of Legislation has taken action.

Q. I hand you now another document which I ask be marked as Plaintiff's Exhibit No. 1 to your deposition [Record Exhibit No. 8], entitled, "Labor Looks at the 85th Congress," and ask you if that is a true and correct copy of a document prepared and published by the Department of Legislation?

A. The document was prepared by the AFL-CIO Legislation Department under my supervision and direction. The actual printing was handled by the AFL-CIO Department of Publications and is publication No. 59 of that department.

Q. Does that document fairly reflect the position of the AFL-CIO and of the Department of Legislation with respect to legislative matters pending before the 85th Congress?

A. Yes. You will note that the booklet was prepared after the first session of the 85th Congress and reflects our [fol. 217] position with respect to matters which were pending at that session of the 85th Congress. You will note also that pages 31, 32 of the booklet refer to the position of the AFL-CIO and the Department of Legislation with respect to major legislative matters which we expected to come before the second session of the 85th Congress in 1958.

Q. Did the Department of Legislation actively support its position in support of legislative matters discussed in the document by specific action designed to secure the passage of such legislation as it supported and the defeat of such legislation as it opposed?

A. Yes. Of course we devoted more attention to some matters than others. But generally we gave as much support as we could to proposed legislation which we favored and similarly opposed to the extent of our abilities legislation which we wished to see defeated.

Q. You have mentioned that the Department of Legislation sometimes enlists the aid of other headquarters, departments and committees of the AFL-CIO in supporting or opposing proposed legislation.

Does anyone else in the AFL-CIO spend a substantial amount of time on legislative matters?

A. Yes. The executive officers of the AFL-CIO, President Meany and Secretary-Treasurer Sehnitzler, spend a substantial part of their time in furtherance of the legislative program of the AFL-CIO.

Q. How much space is provided the Department of Legislation by the AFL-CIO.

A. About one-third of the first floor of the AFL-CIO building.

Q. I have no further questions.

Mr. Kramer: No questions.

(Deposition concluded.)

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[fol. 218] Deposition of JAMES L. McDEVITT, a witness for the plaintiffs.

Direct examination.

By Mr. Moye:

Q. What is your name and address?

A. My name is James L. McDevitt and my office address is 815—16th Street, Northwest, Washington, D. C.

Q. Is that the address of the AFL-CIO office building in Washington?

A. Yes.

Q. Are you employed by and do you receive a salary from the AFL-CIO?

A. Yes.

Q. Is Mr. Alexander Barkan employed by and does he receive a salary from the AFL-CIO?

A. Yes.

Q. What is your position with the AFL-CIO?

A. I am the Director of the Committee on Political Education of the AFL-CIO.

Q. Is that organization generally referred to as COPE?

A. Yes, that is the usual designation of that committee.

Q. What is COPE?

A. Are you referring now to the national COPE?

Q. Yes. What is the national COPE?

A. The national COPE is a committee of the AFL-CIO.

Q. How much space is provided the Committee on Political Education by the AFL-CIO?

A. Approximately two-thirds of the sixth floor of the AFL-CIO building.

Q. Mr. McDevitt, I hand you a document consisting of a list of names and titles which I ask be marked as Plaintiff Exhibit No. 1 [Record Exhibit 9], and ask you to tell what that document is.

A. This document is a list of the current members of the COPE Administrative Committee.

[fol. 219] Q. What is the COPE Administrative Committee?

A. It is the Committee on Political Education of the AFL-CIO. It is the policy making group which decides such matters as whether COPE will seek \$1.00 per contributor in the "COPE Dollar Drive" or \$2.00 per contributor, similar matters of policy.

Q. You will note that many of the names shown on Exhibit No. 1 [Record Exhibit 9] are members of the Executive Council of the AFL-CIO. Am I correct that the COPE Administrative Committee is composed in part of the Executive Council of the AFL-CIO?

A. Yes, that is correct. All of the members of the Executive Council are also members of the COPE Administrative Committee. Of course, as this list shows, there are other members of that committee who are not members of the Executive Council.

Q. Mr. McDevitt I hand you another document consisting of a list of names and titles which I ask be marked as Plaintiff Exhibit No. 2 [Record Exhibit 10].

tiff's Exhibit No. 2 [Record Exhibit 10] and ask you to tell me what that document is.

A. This document is a list of the current members and special guests of the COPE Operating Committee.

Q. What is the COPE Operating Committee and what is its function?

A. That is a committee composed of 20 Secretary-Treasurers of international unions affiliated with the AFL-CIO or the designees of such Secretary-Treasurers. Its function is to make recommendations with respect to the amounts and recipients of financial support of the national COPE. In making its recommendations, the Operating Committee considers the recommendations made to the national COPE by the various AFL-CIO state central bodies or their Committees on Political Education.

[fol. 220] You see, in each campaign except presidential and vice presidential campaigns, the state and area AFL-CIO central bodies or their Committees on Political Education endorse candidates in their particular areas and recommend to the national COPE the amounts of money which they feel the national COPE should contribute to such candidate or to the state central body or its COPE for use in Federal elections in the particular state. The COPE Operating Committee considers all those recommendations and then draws up its own recommendations on how much money should be contributed by national COPE and to which candidates or state central bodies or their Committees on Political Education those contributions should be made. The recommendations of the Operating Committee are subject to approval by the Administrative Committee. However, such recommendations are final as a practical matter.

Q. Will you explain the reference to special guests on page 2 of Exhibit 2 [Record Exhibit 10]?

A. The persons whose names are listed as special guests are regarded as actual members of the Operating Committee of COPE, although some of those persons have not attended more than one meeting, to my knowledge.

Q. Is the amount of money to be contributed to a candidate considered by the Operating Committee in every instance?

A. Generally, I would say it is. Of course, it is my duty to make recommendations as to the proper allocation of COPE's funds and in instances where a meeting of the Operating Committee is not conveniently scheduled or members cannot be immediately contacted, such decisions generally will be made by President Meany on my recommendations.

Q. How many employees does COPE have?

A. Well, as you know, I am the Director of COPE. There is a Deputy Director, Alexander Barkan. In addition, [fol. 221] are 45 technical and clerical employees of COPE.

Q. How long has COPE been in existence?

A. COPE was formed in December, 1955, when the CIO merged.

Q. Have you been with COPE continuously since that time?

A. Yes.

Q. What was your occupation prior to that merger?

A. For four years prior to the merger, I was Director of Labor's League for Political Education, the AFL counterpart of COPE.

Q. Did the CIO, that is, the Congress of Industrial Organizations, also have a counterpart of COPE?

A. Yes. That was the CIO's Political Action Committee, often called the "PAC".

Q. Who was the Director or corresponding officer of the "PAC" prior to the merger?

A. Mr. Jack Kroll was the "PAC" Director at the time of the merger.

Q. Did Mr. Kroll ever have any identification with COPE?

A. Yes. Until his retirement March 1, 1957, Mr. Kroll and I were co-directors of COPE.

Q. What happened to any funds which the "PAC" had on hand when the merger was effected?

A. The educational and individual contribution funds of those organizations were transferred under the merger to the corresponding funds of COPE, which was formed to take the place of the "PAC" and the LLPE.

Q. What is the education fund of the COPE?

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A. The educational fund is a fund or an account into which we put contributions received directly from labor unions affiliated with the AFL-CIO.

Q. Who writes the checks on that fund?

A. Mr. Schnitzler,

[fol. 222] Q. Am I correct in understanding that Mr. Schnitzler, the Secretary-Treasurer of the AFL-CIO, writes the checks on the educational fund of COPE?

A. Well, Mr. Schnitzler is both the Secretary-Treasurer of the AFL-CIO and also the Secretary-Treasurer of COPE, and he writes the checks on that account.

Q. What other officers does the national COPE have?

A. Only Mr. Meany who, in addition to being the President of the AFL-CIO, is also Chairman of COPE.

Q. In addition to the monies received into the educational fund of COPE, what other revenues does COPE have?

A. Well, as I have already indicated, COPE is a committee of the AFL-CIO and many of COPE's expenses are borne by the AFL-CIO.

Q. Can you tell me the amount of the expenses of COPE which have been paid by the AFL-CIO?

A. Well, these expenses are set forth in the report of the Executive Council at the Second Annual Convention of the AFL-CIO.

Q. Mr. McDevitt, on page 19 of that document, which has been identified as Exhibit No. 2 [Record Exhibit 7] to the deposition of Mr. Harold Jack, the following expenses of COPE for the period December 5, 1955, through June 30, 1956, appear:

Salaries .....	\$ 207,682.65
Travel Expenses .....	\$ 73,614.36
Printing .....	\$ 41,283.21
Postage .....	\$ 6,650.01
Supplies .....	\$ 2,207.69
Subscriptions .....	\$ 2,080.78
Rent .....	\$ 4,170.18
Field Officers .....	\$ 3,783.71
Other .....	\$ 10,899.59

or a total of \$352,372.18.

[fol. 223] Q. Are the expenses so listed a correct itemization of the national COPE's expenses period which were paid by the AFL-CIO?

A. Yes. Those are the expenses of the nation for the period December 5, 1955, to June 30, 1956, were paid by the AFL-CIO out of its general funds.

Q. And those expenses were assumed by the itself?

A. Yes. The figures which you have just mentioned the expenses incurred by the national COPE for the period was made directly by the AFL-CIO out of its funds.

Q. Can you tell me if the following expenses of the national COPE which were paid by the AFL-CIO for the fiscal year July 1, 1956, through 1957?

Salaries .....	\$ 201,162
Travel Expenses .....	\$ 64,388
Printing .....	\$ 54,407
Postage .....	\$ 19,286
Supplies .....	\$ 2,424
Subscriptions .....	\$ 2,076
Field Offices .....	\$ 6,683
Other .....	\$ 15,292

or a total of \$365,722.04!

A. Yes. Those are the figures for the period which were paid by the AFL-CIO out of its general funds.

Q. Can you give us a similar breakdown of the expenses of the national COPE paid by the AFL-CIO for the period July 1, 1957, through June 30, 1958?

[fol. 224] A. Those figures are as follows:

Salaries .....	\$ 331,007
Travel Expenses .....	\$ 121,379
Printing .....	\$ 65,221
Postage .....	\$ 33,411
Supplies .....	\$ 5,721
Subscriptions .....	\$ 3,361
Field Offices .....	\$ 10,971

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,364.51  
,977.24

Matching Funds .....	\$ 11,106.98
Other .....	\$ 14,068.46

with a grand total of \$596,267.52.

Q. Does the national COPE receive money from other sources?

A. Yes, COPE receives voluntary contributions members of some of the labor unions affiliated with AFL-CIO and a few other individuals which are placed a special fund known as the ICF fund. The initials "ICF" refer to individual contributions fund.

Q. You mentioned a while ago the educational fund of COPE. Can you tell us the amounts of money which have been received into COPE's educational fund?

A. COPE has received direct contributions into its educational fund from labor unions affiliated with the AFL-CIO as follows:

During the period February 1, 1956, to June 30, 1956, \$86,763.41 was received into the educational fund.

For the period July 1, 1956, to June 30, 1957, the amount was \$263,305.75.

For the period July 1, 1957, to June 30, 1958, \$3907.46 was received into that fund.

Q. Can you tell us the expenditures made by COPE from the educational fund during those same periods?

[fol. 225] A. Yes. During those periods, the total expenditures from the educational fund were as follows:

February 1, 1956, to June 30, 1956, \$20,028.33.

July 1, 1956, to June 30, 1957, \$326,361.37.

From July 1, 1957, to June 30, 1958, \$65,850.51.

Q. You have mentioned the number of the employees of COPE. Are all of those employees located in Washington?

A. No. COPE has eight area directors located outside of Washington, as follows:

Area I. New Haven, Connecticut, covering the states of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, New York, and Rhode Island.

Area II. Office address Pittsburgh, Pennsylvania, covering the states of Pennsylvania, Delaware, New Jersey, Maryland, West Virginia.

For Area III, office address Durham, North Carolina, covering the states of Florida, Georgia, North Carolina, and Virginia.

For Area No. IV, office address Milwaukee, covering the states of Michigan, Illinois, Indiana, Wisconsin, Minnesota.

For Area No. V, office address Memphis, Tennessee, covering the states of Arkansas, Alabama, Louisiana, Tennessee, Kentucky.

For Area No. VI, office address Modesto, California, covering the states of Idaho, Montana, Washington, North Dakota, and South Dakota.

For Area No. VII, office address Southgate, California, covering the states of Arizona, California, Nevada, and Oregon.

For Area No. VIII, office address Austin, Texas, covering the states of New Mexico, Oklahoma, Kansas, Nebraska.

[fol. 226] COPE also has two women's activities and one of those has an office in Washington, D.C., other works out of Okmulgee, Oklahoma. Theirs generally all states east of the Mississippi, all states west.

Q. What is the function of the area COPE director?

A. Well, as you probably know, under the present arrangement between the AFL and CIO, there are or will be AFL-CIO merged bodies in all states as well as in each of the 13 district AFL-CIO organizations. Most of the members of many of the area AFL-CIO organizations are trustees on Political Education, just as the national trustees are.

It is the duty of the area COPE director to work with and assist the state and local COPE organizations which I have just described.

In general, I can say it is the purpose of the directors to effectuate to the best of the policies of the national COPE organization and encouraging union political activity at all times.

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levels and the establishment of state and local organizations.

Q. You say there are or will be AFL-CIO central organizations in each state and that most of those central bodies and many area groups have or will have Committees on Political Education. How are these and area AFL-CIO central bodies financed?

A. I cannot tell you, of course, the details of the finances of each of the state and area central labor bodies. Each of them received a substantial part of its revenue from periodic per capita taxes and fees paid by the unions which are affiliated with them.

Q. How are the Committees on Political Education in the state and area central bodies financed?

[fol. 227] A. Each of the state and area Committees on Political Education is financed in part by the COPE. This is done through drives in which we seek individual voluntary contributions. In general the state and area Committees on Political Education receive one-half of the amount collected in their respective areas, and the national COPE receives the other one-half. Some of the state and area Committees on Political Education are also financed in part by the general funds of the AFL-CIO state and area central labor bodies of which they are committees. Sometimes this is done by the state and area central labor bodies assuming certain expenses of the Committee on Political Education, just as the national AFL-CIO assumes certain expenses of the national COPE. It is sometimes done on the basis of a direct grant from the national COPE funds.

In addition, some local unions affiliated with the state or area central body make direct grants to the Committee on Political Education of that central body.

In some cases, national COPE makes grants from ICF funds to the state central body or its Committee on Political Education for use in campaigns within the particular state for Federal elective officers. In such cases the state central body or its Committee on Political Education is free to use such money for contributions in support of any one or more candidates in such campaign.

Finally, some state and area Committees on Political Education are financed by a direct per capita tax.

by the Committee on Political Education unions affiliated with the state or area which the Committee on Political Education committee.

I understand that this method of financing included in the bylaws for state and area [fol. 228] Political Education suggested COPE is incorporated in the COPE central bylaws in Arizona, Delaware, Maryland, Montana, Oklahoma, Virginia and possibly others I don't know about.

I should add that most of the state and local Committees on Political Education sometimes raise money in various ways, such as picnics, and so forth. Generally their revenues are obtained from one or more sources I have outlined in addition to the amounts collected in the COPE Dollars.

Q. What is the function of the state and local Committees on Political Education?

A. Generally, they have the same functions as the National Committee on Political Education. They operate on a state or local basis. The "How to Win" is published by the National Committee on Political Education to assist state and local Committees on Political Education to perform more effectively their functions as are described therein.

Q. Who decides which candidates in a campaign shall be endorsed by the AFL-CIO?

A. In presidential and vice presidential elections the determination of the candidates who will be endorsed, if any, is made by the AFL-CIO. In all other elections that determination is made by the AFL-CIO central bodies and their Committees on Political Education.

For example, the AFL-CIO central body Committee on Political Education in a major area will endorse candidates for major, congressional and other city offices. In congressional elections that determination is made upon recommendation of the AFL-CIO central body and its Committees on Political Education, if there is one, in the particular

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l body and its Com major metropolitan or, city council pos- sional campaigns, commendation by the ittee on Political Ed- ticular congressional

district and by subsequent action with respect [fol. 229] the AFL-CIO state central body and committee on Political Education. In campaign United States Senate, gubernatorial campaigns paigns involving other state offices, such as fo of Attorney General, and so forth, that determined made by the AFL-CIO state central bodies and mittees on Political Education. State and an bodies and their Committees on Political Edu recommend that the national COPE, contribute amount of money to the candidate so endorsed

Q. From what funds are contributions made by COPE to candidates for state or local office?

A. No contributions have been made to can local office. In the case of state office, contribu been made only to gubernatorial candidates. International COPE made contributions to gubernatorial candidates in seven states. These contributions out of COPE educational funds.

Q. You have just mentioned the fact that COPE take an interest in a particular congressional Does COPE ever contribute funds to congressional candidates?

A. Yes. COPE frequently makes financial contributions to candidates for congressional office. Such contributions are made from the ICF.

Q. Does COPE contribute funds to candidates for President, Vice President, and the United States Se

A. COPE makes financial contributions to candidates for all those offices. Such contributions are made from the ICF fund.

Q. Please tell us the amount received into the ICF of the national COPE for the periods which discussed.

A. Receipts into the ICF fund for the period from July 1, 1955, to June 30, 1956, were \$80,314.67. For July 1, 1956, to June 30, 1957, receipts were \$ [fol. 230] From July 1, 1957, to June 30, 1958, receipts into the ICF fund were \$346,825.50.

Q. Are financial contributions to candidates for federal office made from the ICF exclusively?

A. Yes. National COPE makes financial contributions to candidates for Federal office solely out of the ICF. Funds sent to state central bodies or their COPEs for use in Federal elections are likewise derived from the ICF.

It also uses ICF exclusively to pay for literature issued for the specific purpose of supporting candidates for Federal office and for other activities directed to that purpose and to pay the cost of seeking contributions to the ICF, including the cost of literature issued for the specific purpose of appealing for contributions to the ICF.

During the last two months preceding the biennial elections for Federal office and for a short period of time after such elections, the salaries and travel expenses of all of COPE's personnel and other operating expenses, except for space provided by the AFL-CIO, are paid out of ICF. Salaries and expenses of any national COPE personnel engaged in the campaign of a particular candidate for a Federal office which may be held in a special election in a particular state in off election years are all paid from the ICF. The national COPE contributions out of the ICF to candidates are limited to candidates for Federal elective office—President, Vice President, U. S. Senator and U. S. Representative.

Q. Can I take it from your last answer that all other disbursements by national COPE are made from its educational fund or are paid for the national COPE by the AFL-CIO out of its general funds?

A. Generally speaking, that is correct.

[fol. 231] Q. I hand you the first and substituted third requests for admissions which the plaintiffs in this case have served upon the defendants other than the railroads. Will you examine those documents?

A. Yes.

Q. In examining those requests for admissions, did you note that those requests call for certain admissions with respect to funds expended by COPE and LLPE from 1953 to date?

A. Yes.

Q. I should point out, Mr. McDevitt, that the response to plaintiff's first request for admissions indicated that there were two errors in that document. The first of those errors appears on page 15 of that document in the 8th item from the bottom of that page which shows a \$2,500 contribution on October 26, 1956, to "Dodd for Senate Campaign Fund." The response indicates that the correct figure is \$1,500.

The second correction relates to the last item of paragraph 1(a), appearing on page 17. That item indicates a \$500 contribution to the Alleghany County Democratic Committee, which the response indicates was not made.

With those two corrections, Mr. McDevitt, are the contributions by COPE and LLPE listed in those two requests for admissions accurate?

A. Yes, to the best of my knowledge they are contributions which actually were made by COPE and LLPE.

Q. Do those requests list all the contributions to candidates for Federal office which COPE and LLPE made during the periods listed?

A. Yes, and certain other disbursements are also shown.

Q. Does COPE ever support financially candidates for the office of President and Vice President of the United States?

A. Yes. During the 1956 Presidential campaign the General Board of the AFL-CIO endorsed presidential and [fol. 232] vice presidential candidates of the Democratic Party, and the COPE organization actively supported those candidates. Financial contributions in the amount of \$56,500 were made to the campaigns of those candidates out of the ICF and many employees of COPE actively campaigned on their behalf and attempted to secure as large a vote for those candidates as possible among the members of labor unions affiliated with the AFL-CIO and their families, friends and neighbors.

Q. What other activities did COPE engage in during the 1956 campaigns for Federal office?

A. During those campaigns, COPE distributed millions of pieces of literature.

Q. I hand you here a document entitled "Social Security

—What Ike Said Then," which I ask to be marked as Plaintiff's Exhibit No. 3 [Record Exhibit 11].

Was this piece of literature prepared and distributed by COPE during the 1956 campaign?

A. Yes. COPE distributed 494,000 copies of that exhibit during the 1956 campaign.

Q. How was the cost of that document financed?

A. From the ICF fund.

Q. Mr. McDevitt, I hand you here a document entitled "Has Nixon Reformed?", which I ask to be marked for identification as Plaintiff's Exhibit No. 4 [Record Exhibit 12]. \* \* \* Can you tell me if that document was prepared and distributed by COPE during the 1956-campaign?

A. Yes, it was.

Q. Can you tell me how the printing and distribution of that document was financed?

A. That cost came out of the ICF fund.

[fol. 233] Q. I hand you a copy of a document entitled "How your Senator Voted" and "How Your Representative Voted," which I ask be marked for identification as Plaintiff's Exhibit No. 5 [Record Exhibit 13]. \* \* \* Can you tell us what that document is?

A. That is the voting record to which I have referred. You will note that voting record which you handed me was labeled on the inside "Minnesota". That indicates that it was distributed in the State of Minnesota. Similar voting records covering the same issues were prepared for each of the other states of the Union.

Q. Who paid for those voting records?

A. COPE educational fund or account was used to pay for such voting records.

Q. Were they distributed in each of those other states?

A. Yes, they were sent in bulk to the AFL-CIO state central bodies to be distributed to their affiliated local unions for ultimate distribution to the members of such local unions.

Q. When were they so distributed in bulk?

A. During August and early September, 1956.

Q. Who selected the issues referred to in these voting records?

A. The headquarters staff of COPE in consultation with the Department of Legislation.

Q. Who determined whether a particular vote on a given issue was regarded as right or wrong?

A. It was determined by the headquarters staff of COPE in consultation with the Department of Legislation, based upon the position taken by the AFL-CIO on the particular legislation at the time of the vote on such legislation.

Q. How many copies of voting records were distributed? [fol. 234] A. 10,169,000.

Q. I hand you here a document which I ask be marked for identification as Plaintiff's Exhibit No. 6 [Record Exhibit 14], entitled "United States Senators and Representatives Vote—1947-1956". Can you tell me what that document is? • • •

A. That is a master voting record of all Senators and Representatives as of 1956. The issues forming the voting records are in all instances identical.

Q. Can I look at this last voting record and ascertain from the appropriate state therein what would appear on the inside of the individual state voting record?

A. Yes.

Q. Is it a correct summary that those voting records are based on the position taken by a Representative or Senator not only with respect to measures of specific applicability to collective bargaining or the labor movement but also his position with respect to other issues of general interest to the entire public and not merely to labor unions or union members?

A. That is correct.

Q. Is it correct then that in supporting or opposing a given candidate for the office of United States Senator or Representative the determination is made not solely with respect to such candidate's position on proposed legislation dealing with collective bargaining or trade unionism, but takes into account his position on proposed legislation of general public interest.

A. To answer that accurately, I have to distinguish between candidates for President or Vice President of the United States, on the one hand, and for Congress, on the other. The decision whether the AFL-CIO should support

or oppose a particular candidate for President or  
President was made on the occasion of the 1956 elec-  
[fol. 235] which was the only one that had taken place  
the AFL-CIO merger by the AFL-CIO General Boa-

It is my opinion that the members of the General Board  
or most of them, took account of the positions of the presi-  
dential and vice presidential candidates on general as  
as strictly labor issues in reaching their decision that  
AFL-CIO should endorse a particular candidate for Presi-  
dent and for Vice President. However, that is simply  
matter of opinion.

As regards candidates for the Senate or House of Repre-  
sentatives, I have already told you how the determination  
whether a particular candidate shall be endorsed by the  
AFL-CIO is made. I cannot generalize with regard to  
whether these endorsements reflect consideration of the  
candidate's position on both general and specifically  
issues or only the latter. I can say, however, that the  
national COPE urges that consideration be given to the  
positions of candidates for Congress on general as well as  
specifically labor issues. If a candidate who has been en-  
dorsed by the AFL-CIO for Congress through the agency  
of the appropriate state or local AFL-CIO organization  
seeks a contribution to his campaign from the national  
COPE or if the state or local AFL-CIO organization  
a contribution on his behalf, then the national COPE  
deciding whether to make a contribution has considere-  
will consider a number of factors, including the candidate's  
position on general as well as on specific labor issues before  
making such contribution.

Q. I hand you here a booklet entitled "How to  
which I ask be marked for identification as Plaintiff's  
hibit No. 7 [Record Exhibit 15]. \*\*\*

Is it true that that booklet was prepared and pub-  
by COPE?

A. Yes, and it is distributed by sale primarily by  
leadership of state and local AFL-CIO labor organiz-  
[fol. 236] and their Committee on Political Education.

Q. Can you tell us out of what fund the cost of print-  
ing and distributing that booklet came?

A. The initial cost was borne by the general funds of the AFL-CIO and the educational fund of COPE, but that cost has been recouped through sales of that booklet to local COPES, affiliates of the AFL-CIO and others.

• • • • •

Q. I hand you two documents which I ask be marked Plaintiffs' Exhibits 8 and 9 and which appear to be reprints of Chapters 3 and 6, respectively, of the book "How to Win," which has been marked as Plaintiff's Exhibit No. 7 [Record Exhibit 15]. • • •

Q. Does COPE reprint such chapters of that book?

A. Yes.

Q. What fund bears the publication costs of those reprints?

A. The cost of publication of Chapter 6 was borne by the general fund of the AFL-CIO and the educational fund of COPE and Chapter 3 was paid for from the ICF fund.

Q. Can you tell us how many copies of the entire booklet "How to Win," which has been marked for identification as Plaintiff's Exhibit No. 7 [Record Exhibit 15] have been printed and distributed?

A. It is a booklet which was originally published by the former PAC, and I don't know how many copies were published and distributed by PAC. But COPE printed and distributed 10,000 copies between May, 1956, and May, 1958.

Q. Can you tell us how many copies of Chapter 3 "How to Conduct a COPE Dollar Drive" have been printed and distributed?

A. There were 200,000 copies printed and distributed in 1957 and 1958 to affiliates of the AFL-CIO.

[fol. 237] Q. Can you tell us how many copies of Chapter 6 "How to Register Voters" have been printed and distributed?

A. 34,000 in 1956; 91,000 in 1957; and 50,000 in 1958, all of which were distributed to affiliates of the AFL-CIO.

Q. I hand you here a series of documents consisting of 53 documents in all, which I ask be marked for identification as Plaintiff's Exhibit No. 10 [Record Exhibits 16 through 68] being entitled "Political Memos from COPE." I should note that Exhibit No. 10 includes COPE memos

numbered 4, 5, 6, 7, 9, 12 through 19, and 21 for the '56 and memos 4 through 25 for 1957; and 1 through 1958. \* \* \*

Can you tell me whether those documents were published and distributed by COPE?

A. Yes, they were.

Q. Out of what fund did the cost of publication and distribution come?

A. Out of the general funds of the AFL-CIO.

Q. How many copies of each issue are printed and distributed?

A. 84,000 copies of each issue which were distributed to the affiliates of the AFL-CIO.

Q. Who writes those memos?

A. Dick Dashiell, who is COPE's publicity director.

Q. I hand you now a series of documents which I marked for identification, as Plaintiff's Exhibit [Record Exhibits 69 through 79] entitled "Notes COPE."

I should note that Exhibit No. 11 includes notes COPE bearing numbers 1 through 5 for the year total of five documents, and bearing numbers 1, 2, and 7 for 1958, an additional six documents, or eleven documents in all, in Exhibit No. 11. \* \* \*

Will you tell me whether those documents were published and distributed by COPE and out of what funds? [fol. 238]. A. Yes, they are published and distributed by COPE and are paid for out of AFL-CIO general funds.

Q. How many copies of each were printed and distributed?

A. 7,500 of each issue, which were distributed to affiliates of the AFL-CIO.

Q. I next hand you a series of documents entitled "COPE Report," which I ask be marked for identification as Plaintiff's Exhibit No. 12 [Record Exhibits 80 through 89].

I should note that Exhibit No. 12 consists of Reports for 1957 from January through December, 12 COPE reports, and of COPE reports for January through September of 1958, being nine such reports, total of 21 such reports in all in that exhibit. \* \* \*

Can you tell me whether those COPE Reports were published and distributed by COPE?

A. That is correct.

Q. Out of what fund did their publication and distribution cost come?

A. Out of the AFL-CIO general funds.

Q. How many copies of each were printed and distributed?

A. 7,500 of each issue which were distributed to affiliates of the AFL-CIO and their publications and other labor papers.

Q. I hand you here a document entitled "1956 Handbook," which I ask be marked for identification as Plaintiff's Exhibit No. 13 [Record Exhibit 101] and ask whether that document was published and distributed by COPE? \* \* \*

A. Yes, it was.

Q. How many copies were published and distributed?

A. 4,850.

Q. What fund bore the publication and distribution costs?

A. The educational fund paid the cost of publishing and distributing that document and only a part of that cost was recouped from sales.

[fol. 239] Q. I hand you here a document entitled "America Must Have," which I ask be marked for identification as Plaintiff's Exhibit 14 [Record Exhibit 102] and ask you if that leaflet was published and distributed by COPE? \* \* \*

A. Yes, it was.

Q. What fund paid for the publication and distribution costs of that leaflet?

A. The ICF fund.

Q. How many copies of that leaflet were printed and distributed?

A. One million copies were printed and all copies will be distributed in 1958.

Q. I next hand you a leaflet entitled "We're In This Together," which I ask be marked for identification as Plaintiff's Exhibit No. 15 [Record Exhibit 103]. \* \* \*

Did COPE publish and distribute that document?

A. Yes, it did.

Q. How many copies were printed and distributed?

A. Two million copies were printed and distributed to the state and area COPE organizations. I hope that some of them would get into the hands of the public. I think it is reasonable to assume that they did.

Q. What fund paid for the publication and distribution of that document?

A. The cost was paid out of AFL-CIO general funds.

Q. I next hand you a document entitled "The Future Now," which I ask be marked for identification as Plaintiff's Exhibit No. 16 [Record Exhibit 105].

Did COPE publish and distribute that document?

A. Yes, it did.

Q. How many copies were printed and distributed?

A. 500,000.

Q. What fund paid for the publication and distribution of that document?

A. The ICF fund.

[fol. 240] Q. I hand you a document entitled "How to Have COPE Insurance!" which I ask be marked for identification as Plaintiff's Exhibit No. 17 [Record Exhibit 105]. \*\*\*

Did COPE publish and distribute that document?

A. Yes, it did.

Q. How many copies were printed and distributed?

A. Two million copies were printed and all copies will be distributed in 1958.

Q. Out of what fund did the cost of publication come?

A. The ICF fund.

Q. I next hand you a document entitled "To It That Way," which I ask be marked for identification as Plaintiff's Exhibit No. 18 [Record Exhibit 106].

Did COPE publish and distribute that document?

A. Yes, it did.

Q. How many copies were printed and distributed?

A. One million were printed and all copies distributed in 1958.

Q. Out of what fund did the cost of publication come?

A. The ICF fund.

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Q. Does COPE refer to itself as the political arm of the AFL-CIO?

A. Yes. COPE has referred to itself as the political arm of the AFL-CIO.

Q. How many candidates for U. S. Senator received contributions from COPE in 1956?

A. In 1956, the AFL-CIO Committee on Political Education contributed financial support to 18 United States senatorial candidates of the Democratic Party and to 12 U. S. senatorial candidates of the Republican Party. These contributions were in the amounts set forth in plaintiff's first request for admissions.

[fol. 241] Q. How many candidates for the U. S. Congress received contributions from COPE in 1956?

A. In 1956, the AFL-CIO Committee on Political Education contributed financial support to 125 candidates for Congress of the Democratic Party and to two candidates for Congress of the Republican Party. These contributions were in the amounts set forth in plaintiff's first request for admissions.

Q. How many gubernatorial candidates received financial support from COPE in 1956?

A. In 1956, the AFL-CIO Committee on Political Education contributed financial support to seven gubernatorial candidates of the Democratic Party and to no gubernatorial candidates of the Republican Party. The amounts to each candidate range from five thousand to two thousand dollars.

Q. How many candidates for U. S. Senator received financial support from LLPE in 1954?

A. In 1954, the National Labor's League for Political Education, the AFL predecessor of COPE, contributed financial support to 25 United States senatorial candidates of the Democratic Party and to one United States senatorial candidate of the Republican Party. These contributions were in the amounts set forth in plaintiff's second request for admissions.

Q. How many candidates for U. S. Representative received financial support from LLPE in 1954?

A. In 1954, the National Labors' League for Political Education, the AFL predecessor of COPE, contributed

financial support to 36 congressional candidates, the Democratic Party and to two Congressional candidates of the Republican Party. These contributions and amounts set forth in the plaintiff's substitute petition for admissions.

Mr. Moye: No further questions.

Mr. Kramer: No questions.

(Deposition concluded.) \*\*\*

[fol. 288]

IN THE SUPERIOR COURT OF BIBB COUNTY

Case No. 16,537

NANCY M. LOOPER, S. B. STREET, et al., as Plaintiff  
Intervening Plaintiffs,

—vs.—

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY; ATLANTA & SOUTHERN RAILWAY COMPANY; CINCINNATI, NEW ORLEANS & ST. LOUIS RAILWAY; TEXAS PACIFIC RAILWAY; ALABAMA & SOUTHERN RAILROAD COMPANY; NEW ORLEANS & TULANE RAILROAD COMPANY; CAROLINA AND NORTHWEST RAILWAY COMPANY; NEW ORLEANS TERMINAL COMPANY; JOHN'S RIVER TERMINAL COMPANY; HARRISBURG & NORTHEASTERN RAILROAD COMPANY; INTERNATIONAL ASSOCIATION OF MACHINISTS; INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS AND MARINE ENGINEERS; INTERNATIONAL BROTHERHOOD OF DROP FORGERS AND HELPERS SHEET METAL WORKERS; INTERNATIONAL ASSOCIATION; INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS; BROTHERHOOD OF CARMEN OF AMERICA; INTERNATIONAL BROTHERHOOD OF FIREMEN, OILERS, HELPERS, ROUNDHOUSE & SHOP LABORERS; BROTHERHOOD OF RAILWAY CLERKS, FREIGHT HANDLERS, EXPRESS & MAIL EMPLOYEES; BROTHERHOOD OF MAINTENANCE OF Way EMPLOYEES; ORDER OF RAILROAD TELEGRAPHS.

[fol. 289]

NATIONAL CANDIDATES OF THE  
NATIONAL BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA; NATIONAL  
ORGANIZATION OF MARINE ENGINEERS; NATIONAL MARINE ENGINEERS BENEFICIAL ASSOCIATION; AMERICAN  
TRAIN DISPATCHERS ASSOCIATION; RAILROAD YARDMEN'S  
BROTHERHOOD OF AMERICA; L. C. RITTER, R. H. HUBBARD, NOR-  
MAN DUGGER, J. R. WESTBROOK, JOHN PELKAER, T. B. ST-  
MAN, C. J. BRICE, C. D. BRUNS, W. G. ROBERTS, H.  
DENT, J. J. DUFFY, B. R. ACUFF, T. J. ROBERTS, J.  
BARNEY, W. W. DYKE, W. B. CHAPMAN, ANTHONY M.  
J. H. DESOTELL, LEWIS CRAIG, GEORGE M. HARRISON,  
G. LINK, J. D. AVERA, J. P. ALEXANDER, G. W. BALL, R.  
LANFAIR, F. G. GARDNER, H. R. DUENSING, E. V. P.  
JESSE CLARK, E. C. MELTON, F. O. DASHER, B. T. H.  
JOHN M. BISHOP, W. L. BALL, WILLIAM O. HOLMES, O.  
BRAESE, R. M. CRAWFORD, T. W. GRIMMETT, M. G. SCH-  
H. E. IVEY, T. J. DAME, and CHARLES J. MACGOWAN  
as Defendants.

TY, GEORGIA

Petitioners and

COMPANY; SOUTH-  
NEW ORLEANS AND  
GREAT SOUTHERN  
AND NORTHEASTERN  
NORTHWESTERN RAIL-  
WAY COMPANY; ST.  
; HARRIMAN AND  
INTERNATIONAL As-  
NATIONAL BROTHERHOOD  
ERS AND HELPERS OF  
OD OF BLACKSMITHS;  
METAL WORKERS  
NATIONAL BROTH-  
ERHOOD OF RAILWAY  
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PRESS AND STATION  
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EGRAPHERS; BROTH-

STIPULATION—August 14, 1958

Whereas, this cause has been pending in this Court since June 5, 1953; and

Whereas, depositions of the following witnesses have been taken by the plaintiffs, and intervening plaintiffs, [fol. 290] a period of many months:

Name	Title or Position	Labor Union D
A. H. Banks, Jr.	Secretary-Treasurer	Local Lodges 2010 Brotherhood Maintenance Employes
W. O. Hearn	Local Chairman	Lodge 354—Brotherhood Railway of America
Eugene F. Phillips	Financial Secretary	Lodge 354—Brotherhood Railway of America

	Name	Title or Position
4.	Jack A. Bennett	Local Chairman
5.	Herman H. Buckner	Local Chairman
6.	B. M. Hines	Secretary-Treasurer
7.	W. C. Hogg	Secretary
8.	Harry Magbee	Treasurer
[fol. 291]		
9.	Mrs. L. N. Durden	Financial Secretary
10.	James F. Collier	Local Chairman
11.	D. S. Lemons	Local Chairman and Legislative Representative
12.	James E. Hyde	Local Chairman and Treasurer

Labor Union Defense	Name	Title or Position	Labor Union Defense
Lodge 632—International Brotherhood of Electrical Workers	J. F. Guldenschuh	Local Chairman	Local 943—Brotherhood of Railway Steamship Clerks, Freight Handlers, Express and Station Employees
Local 1—International Association of Machinists	H. B. Wallace	Financial Secretary and Treasurer	Local 943—Brotherhood of Railway Steamship Clerks, Freight Handlers, Express and Station Employees
Local 632—International Brotherhood of Electrical Workers	Cleveland Turner	Treasurer	Local 2—Brotherhood of Railway Carmen of America
Lodge 102—Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees	W. H. Gibson	Treasurer	Local 102—Brotherhood of Railway Steamship Clerks, Freight Handlers, Express and Station Employees
Local 1—International Association of Machinists	292]		
Local 2—Brotherhood of Railway Carmen of America	Ollie L. McDaniel	Secretary-Treasurer	Local 598—International Brotherhood of Firemen, Oil Helpers, Roundhand and Railway Sash Laborers
Local 102—Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees	H. W. Walters	Secretary-Treasurer	Local 260—Sheet Workers' International Association
Local 49—Brotherhood of Railroad Signalmen of America	H. E. Towery	Secretary-Treasurer	Local 2—International Brotherhood of Iron Makers, Iron & Steel Builders, Blacksmiths, Forgers and Helpers

Name	Title or Position	
20. J. C. Hambright	Chairman	Labor Union Defendants Georgia State Legislative Committee— Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes
21. A. S. Tiller	Vice-Chairman	Georgia State Legislative Committee— Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes
22. William M. Cfim	Secretary	Georgia State AFL-CIO
[fol. 293]		
23. Wyant L. McConnell	Secretary-Treasurer	Georgia State Legislative Committee— Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes
24. Irvin L. Barney	National Legislative Representative	Brotherhood Rail Carmen of America
25. A. E. Lyon	Executive Secretary and Chairman	Railway Labor Executives' Ass'n. Rail Labor's Political League
26. Mrs. Alma Wieckowski	Office Manager	Railroad Yardmasters of America;

and

Whereas, the Labor union defendants have, upon request of the plaintiffs and intervening plaintiffs, produced various documents, papers and records for use as evidence in this case (some of which are attached as exhibits to the "Stipulation of Facts" and made a part thereof); and

Whereas, the plaintiffs and intervening plaintiffs have served upon the labor union defendants three lengthy Requests for Admissions to be used in evidence, which Requests have been responded to in writing by said labor union defendants, said Requests and Responses now constituting a part of the record in this case; and

Whereas, upon motion of the plaintiffs and intervening plaintiffs, Commissioners have been appointed to take [fol. 294] the testimony of, and subpoenas have been served upon, the following additional persons:

Name	Title or Position	Organization	Location
Cyrus T. Anderson	Secretary-Treasurer	Railway Labor's Political League	Washington, D. C.
R. J. Woodman	Fifth Vice-President	The Order of Railroad Telegraphers	St. Louis, Missouri
B. H. Steuerwald	Grand Lodge Representative	Brotherhood of Railroad Signal-men of America	Chicago, Illinois
A. J. Hayes	President	International Association of Machinists	Washington, D. C.
Eric Peterson	Secretary-Treasurer	International Association of Machinists	Washington, D. C.

Name	Title or Position	Organization	Location
6. Gordon M. Freeman	President	International Brotherhood of Electrical Workers	Washington D. C.
7. Joseph W. Keenan	Secretary-Treasurer	International Brotherhood of Electrical Workers	Washington D. C.
8. Robert Byron	President	Sheet Metal Workers' International Assoc.	Washington D. C.
[fol. 295]			
9. Edward F. Carlough	Secretary-Treasurer	Sheet Metal Workers' International Association	Washington D. C.
10. Rubin Levin	Editor	Newspaper "LABOR"	Washington D. C.
11. W. P. Neville	Secretary-Treasurer	Newspaper "LABOR"	Washington D. C.
12. Joseph B. Springer	President	American Train Dispatchers Assoc.	Chicago, Illinois
13. Arthur Covington	Secretary-Treasurer	American Train Dispatchers Assoc.	Chicago, Illinois
14. Jesse Clark	President	Brotherhood of Railroad Signal-men of America	Chicago, Illinois
15. C. L. Bromley	Secretary-Treasurer	Brotherhood of Railroad Signal-men of America	Chicago, Illinois

Name	Title or Position	Organization	Location
M. G. Schoch	President	Railroad Yard-masters of America	Chicago, Illinois
W. F. Meyer	Secretary-Treasurer	Railroad Yard-masters of America	Chicago, Illinois
Michael Fox	President	Railway Employes' Dept., AFL-CIO	Chicago, Illinois
296] G. E. Leighty	President	The Order of Railroad Telegraphers	St. Louis, Missouri
E. M. Mosier	Secretary-Treasurer	The Order of Railroad Telegraphers	St. Louis, Missouri
E. C. Carroll	President	Brotherhood of Maintenance of Way Employes	Detroit, Michigan
Frank L. Noakes	Secretary	Brotherhood of Maintenance of Way Employes	Detroit, Michigan
Ernest H. Benson	National Legislative Representative	Brotherhood of Maintenance of Way Employes	Detroit, Michigan
George M. Harrison	President	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employes	Cincinnati, Ohio

	Name	Title or Position	Organization	Loc
25.	George M. Gibbons	Secretary-Treasurer	Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees	Cinci Ohio
26.	A. J. Bernhardt	President	Brotherhood of Railway Carmen of America	Kans Mi
[fol. 297]				
27.	T. S. Howieson	Secretary-Treasurer	Brotherhood of Railway Carmen of America	Kans Mi
28.	William A. Calvin	President	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	Kans Ka
29.	Homer E. Patton	Secretary-Treasurer	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	Kans Ka
30.	William Schnitzler	Secretary-Treasurer	AFL-CIO	Was D.
31.	Andrew Biemiller	Legislative Director	AFL-CIO	Was D.

Location  
Cincinnati,  
Ohio

and

Whereas, upon motion of the plaintiffs and intervening plaintiffs, Commissioners have been appointed to take the testimony of, but subpoenas have not yet issued or been served upon, the following additional persons:

Name	Title or Position	Organization	Location
George Meany	President	AFL-CIO	Washington, D. C.
Anthony Matz	President	International Brotherhood of Firemen, Oilers, Helpers, Round- house and Railway Shop Laborers	Washington, D. C.
James L. McDevitt	Director	Committee on Political Education, AFL-CIO	Washington, D. C.
Jack O'Brien	Coordinator	Machinists' Non- Partisan Political League	Washington, D. C.

Kansas City,  
Missouri

Kansas City,  
Missouri

Kansas City,  
Kansas

Kansas City,  
Kansas

and

Whereas, by order dated May 9, 1958, this Court directed each labor union defendant to produce in Macon, Georgia, on July 9, 1958, together with an officer or an agent of such defendant, competent and prepared to testify fully under oath with respect to the identity, nature, contents, accuracy, source and purpose thereof, the following, related to the period from June 15, 1953, to date:

" . . . any and all books, records, papers, documents, books of original entry, checkbooks, ledgers, vouchers, correspondence files, minutes, diaries, memoranda,

Washington,  
D. C.

Washington,  
D. C.

circulars, printed materials, brochures, in the possession or control of such defendant and its showing or related to moneys paid by the members each of the respective organizations or affiliates of and the purposes for which moneys received by the respective organizations were or are being [fol. 299] pended, including any and all moneys paid by each of the respective organizations to other organizations or individuals and the purposes for which payments are being made, or were made, or relate to the political or legislative activities conducted on behalf of said defendant."

or, in lieu of such production and testimony in Georgia, the Court provided that each such defendant might elect to have its production and testimony with respect thereto take place at the principal office of each defendant and before a duly qualified Commissioner of the Court at a time agreeable to counsel for all parties later than June 30, 1958; and

Whereas, it appears that in the normal course of proceedings for the trial of this case many more months will be required in the completion of the depositions and discovery; and

Whereas, the labor union defendants have suggested to the plaintiffs and intervening plaintiffs that most of the material facts in this case could be adduced and concluded through a mutual stipulation in writing, and the plaintiffs and intervening plaintiffs have agreed thereto subject to the approval of the Court; and

Whereas, both plaintiffs and intervening plaintiffs, the defendants, have agreed to waive a jury trial and to leave the trial judge of this Court, without a jury to pass and finally decide all issues of fact and law, and to agreed to exert their best efforts to have this case finally disposed of as speedily as possible;

[fol. 300] Now Therefore, the plaintiffs and intervening plaintiffs and all the defendants agree:

1. That each of the statements in the attached "Stipulation of Facts" is true, accurate and correct;
2. That the labor union defendants will furnish to plaintiffs and intervening plaintiffs such of the documents described in paragraph 79 of the attached "Stipulation of Facts" (or true and correct copies thereof) as are specified in said paragraph to be furnished by the labor union defendants on the date of execution of this Stipulation;
- Plaintiffs and intervening plaintiffs will specify to the labor union defendants not later than 15 days before the date set for the trial of this case the documents or portions thereof described in paragraph 79 of the attached "Stipulation of Facts" or identified as exhibits in the depositions referred to in paragraph 3 hereof which plaintiffs and intervening plaintiffs intend to offer in evidence at the trial.  
Not later than 5 days before the date set for trial of this case the labor union defendants may specify to plaintiffs and intervening plaintiffs the whole or any additional portions of any specified document of which plaintiffs and intervening plaintiffs intend to offer only a part and which may be explanatory of the portion or portions offered by the plaintiffs and intervening plaintiffs and which said labor union defendants intend to offer in evidence in the event the plaintiffs and intervening plaintiffs offer the related portions of the document;
3. That the attached "Stipulation of Facts" and Exhibits [fol. 301] attached thereto; Plaintiffs First, Substituted Second and Substituted Third Requests for Admissions and the defendants' responses thereto; the depositions of A. E. Lyon and C. T. Anderson authenticating those paragraphs of the attached "Stipulation of Facts" applicable to Railway Labor Executives Association and Railway Labor's Political League; the deposition of Jack O'Brien authenticating those paragraphs of the attached "Stipulation of Facts" applicable to the Machinists' Non-Partisan Political League; the depositions of Harold Jack, Andrew Bjemiller and James L. McDevitt of the American Federation of Labor and Congress of Industrial Organizations; and the documents (or such portions thereof as may be offered in evidence as set forth in numbered paragraph 2 hereof), and

testimony or other evidence relating to the plaintiffs or intervening plaintiffs in this litigation, damages and for the return of periodic dues assessments collected from them by the labor dants who give counsel for the defendants at notice of their intention to offer such testimony, shall serve as a Stipulation of Facts, condensation of depositions and documentation of written materials in this case, and as the evidence upon which this case shall be tried and decided by the judge of this Court upon all issues of fact and no jury, and no opposition shall be offered to the introduction or admission in evidence of the and the said "Stipulation of Facts", the Exhibits thereto, the documents or portions thereof, numbered paragraph 2 hereof and in paragraph [fol. 302] "Stipulation of Facts", and the deferred to in this numbered paragraph 3, as specified herein, no further depositions or discovery shall be sought by any of the parties hereto.

4. That the attached "Stipulation of Facts" agreed to only for the purpose of this litigation in higher courts, and no statement or admission therein shall be offered in evidence or used in any proceeding; and

5. That all parties may argue in this and the significance and effect of all the evidence.

This 14th day of August, 1958.

Plaintiffs, Intervening Plaintiffs, and their  
Represent: Gambrell, Harlan, Russell, Moye,  
E. Smythe Gambrell, Charles A. Moye, Jr.,  
Kenna; and T. Arnold Jacobs, T. A. Jacobs,  
Plaintiffs, Intervening Plaintiffs, and their  
Represent.

For all Defendants Other Than the  
Defendants: David L. Mineey, David  
Schoene and Kramer, By M. Kraut

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at least ten days  
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and higher cour-  
dence herein.

1 the Class the  
oye & Richardson  
Jr., Terry P. Mc-  
obs, Attorneys for  
the Class the

the Railroad De-  
David L. Mincey  
Kramer.

The labor union defendants and the plaintiffs  
ing agreed to the foregoing Stipulation, the  
road Defendants agree: For the Railroad De-  
dants: Georgia Southern & Florida Railway Com-  
pany, Bloch, Hall, Groover & Hawkins, By Charles J.  
[fol. 303] J. Bloch, Southern Railway Company,  
Charles J. Bloch, By Harris, Russell, We-  
& Watkins; Cincinnati, New Orleans and T-  
Pacific Railway, Bloch, Hall, Groover & Haw-  
By Charles J. Bloch; Alabama Great South-  
Railroad Company, By Charles J. Bloch;  
Orleans and Northeastern Railroad Company,  
Bloeh, Hall, Groover & Hawkins, By Charles J.  
Bloch; Carolina and Northwestern Railway Com-  
pany, Bloch, Hall, Groover & Hawkins, By Charles J.  
Bloch; New Orleans Terminal Company, By Charles J.  
Hall, Groover & Hawkins, By Charles J. Bloch;  
St. Johns River Terminal Company, Bloch, Hall,  
Groover & Hawkins, By Charles J. Bloch; Ham-  
mon and Northeastern Railroad Company, By Charles J.  
Hall, Groover & Hawkins, By Charles J. Bloch.

[fol. 304]

#### STIPULATION OF FACTS

##### 1.

The two agreements attached hereto as Exhibits 1  
(and hereinafter collectively referred to as the "U-  
nion Agreement") are true and correct copies of the agree-  
ments referred to in the petition herein and the answer  
of the railroad defendants herein and constitute the agree-  
ments which were executed on the dates and by the par-  
ties stated in said agreements and which have been and  
are currently in force and effect, on the railroad defendant.

##### 2.

Each of the plaintiffs and each of the intervening plai-  
ntiffs was an employee of one of the railroad defend-  
ants herein (collectively constituting the Southern Rai-

System) in a craft or trade covered by the agreement at the commencement of this litigation.

3.

Some of the plaintiffs and intervening plaintiffs now, and never have been, members of any of the labor union organizations (their status being supersedeas bond).

4.

Some of the plaintiffs and intervening plaintiffs at the commencement of this litigation had been some of the defendant labor union organizations for one reason or another, terminated such but have since been compelled against their wills [fol 305] of the union shop agreement, in order to employment, to become members of the defendant labor unions (or in the case of Loo and Fritschel, post a supersedeas bond).

5.

There are a substantial number of other the railroad defendants who similarly have been compelled by the union shop agreement, against their wills, to become members of the defendant labor unions in order to maintain their employment.

6.

There were a substantial number of employees of the railroad defendants whose employment was against their wishes, although their services were satisfactory, by reason of the enforcement of the union shop agreement and the refusal of such persons to become members of the labor union defendants.

7.

The plaintiffs and intervening plaintiffs adequately represent for the purposes of this

y the union shop  
litigation.

plaintiffs are not  
y of the defendant  
s being protected

plaintiffs prior to  
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interests of the employees and former employees railroad defendants specified in the two preceding graphs, as well as those whose status as members of those two groups has not as yet been finally determined these being all those employees or former employees railroad defendants affected by and opposed to the shop agreement who also are opposed to the use of periodic dues, fees and assessments which they have and will be required to pay to support ideological and political doctrines and candidates and legislative programs set forth in this Stipulation of Facts and the intentions referred to in the Stipulation attached hereto, [fol. 306] other purposes other than the negotiation, maintenance and administration of agreements concerning of pay, rules and working conditions, or wages, hours or other conditions of employment or the handling of disputes relating to the above.

#### 8.

Each of the plaintiffs, and intervening plaintiffs in the class they represent received notice, both from the railroad defendant employer and the labor union defendant applicable to his or her craft or trade, that unless he or she became a member of the appropriate labor union defined within 60 days of the date he or she first performed compensated service for the railroad defendant, or within 60 days of the effective date of the union shop agreement whichever is the later, such employment would be terminated and such employee dismissed pursuant to the shop agreement.

#### 9.

The plaintiffs and intervening plaintiffs and the persons represented by them who are currently employed by railroad defendants (excepting plaintiffs Looper, Ferguson and Fritschel, for whom supersedeas bonds are in force) would have been discharged from the employment of the railroad defendants employing them, under the terms of the union shop agreement, had they not become members of the labor union defendant applicable to their craft or trade.

trade; and plaintiffs Looper, Ferguson and  
have been discharged from their employment  
by road defendant employing them, under  
union shop agreement, if they had no  
of the labor union defendant applicable  
to their trade or posted a supersedeas bond.

[fol. 307]

10.

Each of the labor union defendants  
represent, to appear for, and to submit  
binding, its membership in this litigation.

11.

None of the plaintiffs, or intervenors,  
voluntarily become a member of any of  
the defendants.

12.

The union shop agreement referred  
above was negotiated by the labor unions  
with the railroad defendants without any authority  
of employees of such railroad defendants  
to the craft or trade applicable to each laborer  
other than such authority as might be  
vested in the labor union defendant's being the collective  
representative of employees of such railroad  
to the craft or trade for the purposes of the  
agreement from the dates and as set forth in the  
usual processes of the defendant unions.  
The collective bargaining policy were followed.  
not, and in the instance of the negotiation  
of the union shop agreement did not, involve  
employees of the railroad defendants the  
and execution of such an agreement was  
any opportunity to express their wishes  
respect to such negotiation and execution  
of the agreement, or any opportunity to ratify  
such action.

The form of certification of each of such labor defendants as has been the subject of formal certification as statutory representative, is in substance as follows:

"... The National Mediation Board hereby certifies that the [labor organization] has been duly designated and authorized to represent [a specified craft or trade] employees performing work in a specified craft, or trades, of the [defendant] Railway, for the purpose of the Railway Labor Act."

The authority of those labor union defendants that have not been the subject of formal certification is, with respect to their respective crafts or trades, the same as that of the labor union defendants which have been the subject of such formal certification with respect to their respective crafts or trades.

The dates from which the labor union defendants have been the collective bargaining representative for their respective crafts or trades under the Railway Labor Act in relation to the railroad defendants are as follows:

Organization	Railroad Defendant	Date
International Association of Machinists	All	July 1, 1934
International Brotherhood of Boilermakers, Iron and Steel Builders, Blacksmiths, Forgers and Helpers	All	July 1, 1934
309]		
Sheet Metal Workers International Association	All	July 1, 1934
International Brotherhood of Electrical Workers	All	July 1, 1934
Sisterhood Railway Carmen of America	All	July 1, 1934

Labor Organization	Railroad Defendant	Date
International Brotherhood of Firemen & Oilers	All	June 21, 1934
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes	All except Carolina and Northwestern Railway	June 21, 1934
Brotherhood of Maintenance of Way Employes	Carolina and North-western Ry.	August 5, 1934
The Order of Railroad Telegraphers	All	June 21, 1934
Brotherhood of Railroad Signalmen of America	All	June 21, 1934
[fol. 310]		
International Organization Masters, Mates & Pilots of America	<ul style="list-style-type: none"> <li>*Southern Railway Co.</li> <li>*Cincinnati, N.O. &amp; T.P. Ry.</li> <li>*Alabama Great Southern</li> <li>*New Orleans &amp; Northeastern</li> <li>Cincinnati, N.O. &amp; T.P. Ry.</li> <li>New Orleans &amp; Northeastern</li> <li>All others</li> <li>Southern Railway</li> </ul>	June 12, 1934 June 12, 1934 June 12, 1934 June 12, 1934 Nov. 13, 1944 Dec. 17, 1947 June 21, 1934 June 21, 1934

• Camp cooks (Signal and electrical departments).

Labor Organization	Railroad Defendant	Date
Marine Engineers Beneficial Association	Southern Railway	June 21, 1934
American Train Dispatchers Association	All	June 21, 1934
Railroad Yardmasters of America	Georgia Southern & Florida Ry Cincinnati, N.O. & T.P. Ry. New Orleans and Northwestern New Orleans Terminal **Southern Railway	Jan. 12, 1938 Jan. 12, 1938 Jan. 12, 1938 Jan. 12, 1938 June 21, 1934

## 14.

Each of the plaintiffs and intervening plaintiffs was employed for many years by one of the railroad defendants prior to the execution of the union shop agreement hereinabove referred to, and that also is true of many others of [fol. 311] the class represented by the plaintiffs and intervening plaintiffs, and none of such persons had notice prior to entering into an employment relationship with such railroad defendant that union membership would at any time be required as a condition of employment or continued employment.

## 15.

The periodic dues currently required to maintain membership in each of the labor union defendants by employees engaged in the craft or trade applicable to each labor union defendant on the railroad defendants are as follows:

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\*\* Elected and certified February 28, 1956 to continue as collective bargaining representative for the purposes of the Railway Labor Act by vote of 72 for Railroad Yardmasters of America, 14 for Brotherhood of Railroad Trainmen, and 4 void ballots.

## Current Periodic Dues

<b>International Association of Machinists</b>	\$2.00-\$4.50 per month
<b>International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers</b>	\$6.00-\$6.75 per month
<b>Sheet Metal Workers' International Association</b>	\$3.50-\$5.00 per month
<b>International Brotherhood of Electrical Workers</b>	\$2.90 per month
<b>Brotherhood Railway Carmen of America</b>	\$2.00-\$3.35 per month
<b>International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers</b>	\$3.50 per month
<b>Brotherhood of Railway &amp; Steamship Clerks, Freight Handlers, Express and Station Employes</b>	\$3.00 per month
[fol. 312]	
<b>Brotherhood of Maintenance of Way Employes</b>	\$8.25-\$9.00 per quarter
<b>The Order of Railroad Telegraphers</b>	\$18.00 semi-annually
<b>Brotherhood of Railroad Signalmen of America</b>	\$10.00 per quarter
<b>International Organization of Masters, Mates and Pilots</b>	\$25.00 per quarter
<b>National Marine Engineers' Beneficial Association</b>	\$10.00 per month
<b>American Train Dispatchers' Association</b>	\$60.00 per year
<b>Railroad Yardmasters of America</b>	\$48.00 per year

## 16.

The initiation fees required by the labor union defendants of prospective members who are employees of the railroad defendants in the craft or trade applicable to each labor union defendant and which those plaintiffs, intervening plaintiffs and the class represented by them who have never belonged to the labor union defendant applicable to his or her craft or trade, have been or will be required to pay, are as follows:

	Current Required Initiation Fees
International Association of Machinists	\$10.00-\$25.00
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	0-\$35.00
[fol. 313] Sheet Metal Workers' International Association	\$25.00-\$50.00
International Brotherhood of Electrical Workers	\$25.00
Brotherhood Railway Carmen of America	\$12.50-\$25.00
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers	\$20.00
Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employes	\$10.00
Brotherhood of Maintenance of Way Employes	\$ 5.00
The Order of Railroad Telegraphers	\$10.00

	Current Required Initiation Fees
Brotherhood of Railroad Signalmen of America	\$10.00
International Organization of Masters, Mates and Pilots	\$200.00
National Marine Engineers' Beneficial Association	\$250.00
American Train Dispatchers' Association	\$10.00
Railroad Yardmasters of America	0

## 17.

The reinstatement fees currently required by the union defendants of employees of the railroad defendant engaged in the craft or trade applicable to each union defendant who once belonged but do not now belong to any of the labor union defendants and which [fol. 314] plaintiffs, intervening plaintiffs and those represented by them who once belonged but at the time of the enforcement of the union shop agreement do or do not belong to the labor union defendant applicable to his or her craft or trade have been or will be required to pay are as follows:

	Current Required Reinstatement Fees
International Association of Ma- chinists	\$10.00-\$25.00
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	0-\$37.50
Sheet Metal Workers' Interna- tional Association	\$15.00 \$35.00
International Brotherhood of Electrical Workers	\$25.00

Current Required  
Reinstatement Fees

Brotherhood Railway Carmen of America	\$12.50-\$25.00
International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers	\$20.00
Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees	\$15.00
Brotherhood of Maintenance of Way Employes	\$ 5.00
The Order of Railroad Telegraphers	\$10.00
Brotherhood of Railroad Signalmen of America	\$20.00
International Organization of Masters, Mates and Pilots	\$200.00
[fol. 315] National Marine Engineers' Beneficial Association	\$250.00
American Train Dispatchers' Association	0
Railroad Yardmasters of America	0

18.

Whenever in this Stipulation reference is made to collection of periodic dues, fees and assessments from members of the labor union defendants, (for example, in paragraphs 15, 16 and 17) such reference is intended to include any payment of periodic dues, fees and assessments by employees for whom any such labor union defendant is or was the statutory bargaining agent for purposes of the Railway Labor Act where such payment is, was, or will be required by the union shop agreement.

Plaintiffs, intervening plaintiffs and the class they represent have been, are and will be required to pay periodic dues, fees and assessments of substantially the amount set forth in paragraphs 15, 16 and 17.

## 19.

The periodic dues, fees and assessments which plaintiffs, intervening plaintiffs and the class they represent have been, are and will be required to pay under the terms of the union shop agreement hereinabove referred to, have been, are being, and will be used in substantial part for purposes other than the negotiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions, or wages, hours, terms and conditions of employment, or the handling of disputes relating to the above, but to support ideological and political doctrines and candidates which plaintiffs, intervening plaintiffs, and the class represented by them, have been, are, and will be opposed to and not willing to support voluntarily.

## 20.

The mechanism by which the periodic dues, fees and assessments required to be paid under the terms of the union shop agreement were, are and will be used in substantial part to support ideological and political doctrines and candidates for public office which plaintiffs, intervening plaintiffs, and the class represented by them, are willing to support, is as set forth in this Stipulation.

A substantial portion of the periodic dues, fees and assessments required of plaintiffs, intervening plaintiffs and the class they represent, or which will be so required, have been, is being and will be retained by, or remitted to, individual local lodge of the labor union defendant, from which each such person paid and will be required to pay, periodic dues, and has been, is being, and will be, used to support legislative activity in the legislatures of the State or States covered by the membership of such local lodge, including miscellaneous general legislation not confined to legislation involving the negotiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions.

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conditions, or wages, hours, terms and other conditions of employment, or the handling of disputes relating to the above and, except in Wisconsin, New Hampshire, Pennsylvania, Indiana, Texas and Iowa, to extend substantial financial support to candidates for public office in the executive [fol. 317] legislative and judicial branches of the state and local governments in the locality of the local union.

21.

Some of the legislative and political activities referred to in the preceding paragraph are carried out by some of the individual local lodges of the labor union defendants and in some situations, such activities were, are, and will be carried out on a cooperative basis, the local lodges of several of the defendant unions cooperating (not only between themselves, but also with local lodges of labor unions not defendants in this litigation, through State, district and local AFL-CIO central bodies and their Committees on Political Education as well as ad hoc committees), and in some instances the financial support for such local legislative and political activities is derived not only from the local lodge organizations but also from direct grants from the general dues funds of the national or grand lodge organization of a particular labor union defendant.

In each instance where "general fund" or "general dues fund" or like phrase is employed in this Stipulation of Facts (except where used in reference to the Machinist Non-Partisan Political League, where the phrase is used to denote the "political" fund which is derived from individual contributions), it refers to the fund or account, or that part thereof, derived and maintained from periodic dues, fees and assessments of the members of such organization.

22.

A substantial proportion of the periodic dues, fees and assessments collected by the labor union defendants from [fol. 318] their members was, is, and will be transmitted to or retained by, their respective national or grand lodge organizations.

23.

At the national level, many of the labor dants maintain death benefit funds from dues r individual members and transmitted by the lo tions. In some instances, death benefits are out of the general funds of such national labor dant. In some instances, such benefits are pay the beneficiaries of members in good standing several years ago, although such payments are general funds contributed to by members wh aries would not be eligible for such relief.

24.

Each of the national labor union defendant ate of the AFL-CIO, a national federation of izations, and pays to the AFL-CIO a per capa rently amounting to 5¢ per member per m amounts or their substantial equivalent have b since the merger of the American Federation and the Congress of Industrial Organizations i 1955, and a substantially equivalent per capita the future be paid to the AFL-CIO by the defendants, such tax being paid in each ins the general funds of each of the labor union From the effective date of the union shop agr the merger of the AFL and CIO, all the labor dants (except the National Marine Engineer Association) were members of the AFL and [fol. 319] per capita taxes in a substantial amount to that organization. The National gineers' Beneficial Association was affiliated v during the period just mentioned and during th per capita taxes on its membership in a substant lant amount to the CIO. The total amounts l labor union defendant to the AFL-CIO are as the labor union defendants' Response to par Plaintiffs' Substituted Second Request for The labor union defendants, as affiliates of th receive the literature distributed by that orga its committees, to its affiliates.

The Railway Labor Executives' Association is a incorporated association and labor organization composed of the chief executive officer of each of the labor defendants and the chief executive of each of the following organizations which are not defendants in this case:

- Hotel and Restaurant Employees' and Bartenders' International Union (AFL-CIO);
- Brotherhood of Locomotive Firemen and Engineers (AFL-CIO);
- Brotherhood of Sleeping Car Porters (AFL-CIO);
- Brotherhood of Railroad Trainmen (AFL-CIO);
- Order of Railway Conductors & Brakemen (Independent);
- American Railway Supervisors Association (AFL-CIO);
- Switchmen's Union of North America (AFL-CIO);
- Brotherhood of Locomotive Engineers (Independent).

Michael Fox, President of the Railway Employees' Association, AFL-CIO is a non-voting member of said association, [fol. 320] and A. E. Lyon is its Secretary-Treasurer. C. T. Anderson is an employee thereof who acts as assistant to the Chairman, both Lyon and Anderson remunerated for their services.

A principal activity of the Railway Labor Executives' Association is in the field of federal legislation. The Association, as an organization acting through its Chief Executive, Secretary-Treasurer, other members, and C. T. Anderson, actively attempts to influence all kinds of legislation in which the Chief Executives, members of said Association and the members of their organizations have an interest, through personal contact and persuasion with Congress and U. S. Senators.

The activities of the Railway Labor Execution have been, are, and will be financed by assessments levied upon the above mentioned organizations represented by their chief executive officers and paid from the general dues funds of those organizations. The amounts upon the labor union defendants over the last three years have been as follows:

Labor Union Defendants	1954	1955	1956
<b>International Association of Machinists</b>	\$17,952.00	\$15,493.50	\$17,406.00
[fol. 321]			
<b>International Brotherhood of Boilermakers,</b>			
<b>Iron Ship Builders,</b>			
<b>Blacksmiths,</b>			
<b>Forgers and Helpers</b>	*5,989.50		
	*1,798.50	6,748.50	5,775.00
<b>Sheet Metal Workers'</b>			
<b>International Association</b>	4,785.00	4,108.50	4,644.00
<b>International Brotherhood of Electrical Workers</b>	4,785.00	4,108.50	5,419.50
<b>Brotherhood Railway Carmen of America</b>	27,934.50	24,057.00	27,078.00
<b>International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers</b>	5,989.50	5,098.50	6,955.50

\* Two separate organizations prior to 1955.

		[1,322]			
		1954	1955	1956	1957
cutives' Associa-					
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rganizations rep-					
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1957	(b) (1)	\$27,934.50	\$24,057.00	\$27,078.00	\$32,292.00
0 \$20,736.00	7,61	27,934.50	24,057.00	25,284.00	34,086.00
0 7,780.50	27,1	17,952.00	15,493.50	17,406.00	20,736.00
0 5,535.00	29,0	5,181.00	4,438.50	5,026.50	5,994.00
50 6,453.00	29,0	396.00	330.00	357.00	510.00
0 32,292.00	11,5	396.00	330.00	408.00	459.00
50 8,289.00	30,	1,455.00	1,330.50	1,540.50	1,836.00

Railway Labor's Political League ("RLPL") is an organization composed of the same individuals who are members of the Railway Labor Executives Association. W. P. Kennedy, President of the Brotherhood of Railroad Trainmen, Guy L. Brown, Grand Chief of the Brotherhood of Locomotive Engineers, and J. E. Johnson, President of the Order of Railway Conductors and Firemen. A. E. Lyon is Chairman of said League. C. E. Anderson is its Secretary-Treasurer. C. E. Anderson receives remuneration for his services.

The members of RLPL are automatically members of the organization by virtue of their office in the labor union defendants or Railway Employees' Department, AFL-CIO.

The members of RLPL actually making contributions to how its funds shall be expended, and the dates and campaign contributions shall be known. All life are active partisans of the major political parties, receiving the preponderance of financial contributions from RLPL.

Railway Labor's Political League was organized with the specific purpose of engaging in political activities in connection with the election of candidates to public office. The organization maintains two funds—one the so-called "national" fund and the other the so-called "state" fund. Railway Labor's Political League received, and continues to receive direct grants into its "education and training" fund from the general funds of the union defendants and the Railway Labor Executives' Association. The monies in the "national" fund are used, except in Wisconsin [fol. 324] and Michigan, for the election of candidates for public office at the State level; for advertising and publicity to support candidates on the State and local level; for administrative expenses to operate Railway Labor's Political League (including the salaries of the paid employees, office expense, supplies, etc.); and for other activities in supporting candidates (who are members of the

RLPL") is an organization as those comprising the Association, except for Brotherhood of Railroad Chief Engineer of the S., and R. O. Hughes, Conductors and Brake- d League, and C. T.

C. T. Anderson re-

matically entitled to official positions with the Employees Depart-

king the decisions as and as to which candidates will be made, in private or political party regard contributions from

was formed for the local activities dealing with public office. The organization of the so-called "educational" "free" fund. Raised, receives, and will receive "national" fund from the and from the Railway monies in the "education" Wisconsin, New Hampshire, Texas, and Iowa, to support the State and local level; on the national as well administrative expenses. The League generally (employees of that organization and for miscellaneous whom plaintiffs, inter-

vening plaintiffs, and the class they represent oppose the national, State or local level, such as transportation of voters to and from the polls, preparation and distribution of voting records, preparation and distribution of sample ballots, and the preparation and distribution of various types of political literature soliciting or influencing support for candidates for political office on the national, State and local levels.

The administration, operation and maintenance of "free" fund activities of Railway Labor's Political League has been, is and will be financed and supported by expenditures from the "educational" fund of Railway Labor's Political League derived from the general dues of the labor union defendants.

### 30.

Contributions have been made to the so-called "national" fund of Railway Labor's Political League as follows:

	1954	1955	1956	1957
Metal Workers' International Association	0	0	\$ 33.00	
325] International Brotherhood of Electrical Workers	0	\$ 24.00	0	\$ 26.00
International Brotherhood of Railway Carmen				
America	\$ 9,790.53		\$ 5,573.75	\$ 290.00
International Brotherhood of Teamsters, Oilers, helpers, Roundhouse and Rail Yard Shop Laborers	0	0	0	203.00

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	1954	1955	1956	1957	
Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employes	\$ 1,952.00	\$ 24.00	\$ 600.00	0	\$ 300
Brotherhood of Maintenance of Way Employes	5,480.00	0	5,700.00	0	
Railway Labor Executives' Association	60,000.00	60,000.00	45,000.00	75,000.00	20,000
AFL-CIO (COPE)	0	0	2,000.00	0	

Substantial contributions to the "educational" fund were also received from various local lodges of the labor union [fol. 326] defendants but such contributions are to (sic) numerous to list here.

Each of the contributions made by the labor union defendants was made from its general dues fund, with the exception of a few contributions which were made by individuals to Railway Labor's Political League through their union representatives and were deposited in the "educational" fund rather than the "free" fund because they were made out on a union check by the union representative transmitting the contribution.

## 31.

Collections for the "free" fund of Railway Labor's Political League, from which direct contributions to the campaigns of Presidential, Vice Presidential, Congressional and U. S. Senatorial candidates were and are made, were and are made through persons designated as "deputy treasurers" of Railway Labor's Political League, they in fact being the chief financial officers of the labor union defen-

dants except for the International Brotherhood of Boiler-makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers and the Brotherhood of Railway Carmen of America where the "deputy treasurers" are the editors of the periodicals published by said organizations.

32.

The labor union defendants and a substantial number of their local lodges, with the exception of the International Association of Machinists, Masters, Mates and Pilots, and National Marine Engineers Beneficial Association, have supported, support, and will support the collection of money for the so-called "free" fund of Railway Labor's Political [fol. 327] League through the donation of space in periodicals published by such labor union defendants which is used to induce their members to contribute to such fund; and through the efforts of a substantial number of their executive personnel at the national and local levels, who urge that each and every member of such organizations contribute money to the "free" fund of Railway Labor's Political League, and time at lodge meetings of such defendants devoted to appeals for such contributions.

The defendant International Association of Machinists has supported, supports, and will support the collection of money for the so-called "general" fund of the Machinists Non-Partisan Political League through the donation of space in periodicals published by said labor union defendant which is used to induce its members to contribute to said fund and through the efforts of a substantial number of its executive personnel at the national and local levels, who urge that each and every member of said organization contribute money to the so-called "general" fund of the Machinists Non-Partisan Political League, and time at lodge meetings of said defendant devoted to appeals for such contributions.

33.

Actual collections of the monies in the "free" fund of Railway Labor's Political League were, are and will be made by the officers or shop stewards of the labor union

defendants and were, are and will be transmitted to the "deputy treasurer" of the Railway Labor's Political League for the organization concerned, most of whom are the chief financial officers of said organizations, and are then transmitted by said "deputy treasurers" to Railway Labor [fol. 328] Political League. Receipts into the "free" fund of Railway Labor's Political League from all sources during the last five years (according to reports filed with the Clerk of the House of Representatives for the years 1954 and 1955 and according to the books and records of Railway Labor Political League for 1956 to date) were as follows:

1954 .....	\$ 86,003.26
1955 .....	5,546.75
1956 .....	102,526.77
1957 .....	7,553.93
1958 (to June 13) .....	21,537.39

## 34.

The class represented by plaintiffs and intervening plaintiffs includes members of both major political parties.

## 35.

In 1956, Railway Labor's Political League contributed substantial financial support to the National Committee of one major national political party, and not to the other.

## 36.

In 1954, Railway Labor's Political League contributed substantial financial support to the National Committee of one major national political party, and not to the other.

## 37.

In 1956, Railway Labor's Political League contributed substantial financial support to 8 U. S. Senatorial candidates of one major political party and to 0 U. S. Senatorial candidates of the other major political party.

[fol. 329]

38.

In 1954, Railway Labor's Political League contributed substantial financial support to 13 U. S. Senatorial candidates of one major political party and to 0 U. S. Senatorial candidates of the other major political party.

39.

In 1956, Railway Labor's Political League contributed substantial financial support to 64 Congressional candidates of one major political party and to 4 Congressional candidates of the other major political party.

40.

In 1954, Railway Labor's Political League contributed substantial financial support to 56 Congressional candidates of one major political party and to 6 Congressional candidates of the other major political party.

41.

In 1956, Railway Labor's Political League contributed substantial financial support to 3 gubernatorial candidates of one major political party and to 0 gubernatorial candidates of the other major political party.

42.

In 1954, Railway Labor's Political League contributed substantial financial support to 2 gubernatorial candidates of one major political party and to 0 gubernatorial candidates of the other major political party.

43.

The funds expended by the labor union defendants for political activities as set forth in this Stipulation of Facts are substantial, and the proportionate amounts of the [fol. 330] periodic dues, fees and assessments which are being paid, or which will be required to be paid, by the plaintiffs and intervening plaintiffs and the class they

represent are also substantial, and the amounts of dues which are and will be used ultimately for purposes are also substantial.

## 44.

The plaintiffs, intervening plaintiffs, and the class represent have been and are opposed to the use of money by the labor union defendants, Railway Labor Executives Association, Railway Labor's Political League, Machinists Non-Partisan Political League, the American Federation of Labor and Congress of Industrial Organizations, and the Committee on Political Education AFL-CIO which they have been, are and will be required to pay in dues, fees and assessments for the endorsement and support of the legislation, ideologies and political doctrines and candidates for public office which have and will be supported and endorsed by the union defendants, Railway Labor Executives Association, Railway Labor's Political League, Machinists Non-Partisan Political League, the American Federation of Labor, Congress of Industrial Organizations, or the Committee on Political Education of the AFL-CIO as set out in the Stipulation of Facts, or for other purposes other than the negotiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions, wages, hours, terms and other conditions of employment or the handling of disputes relating to the above.

## 45.

The money which has been, is being, and will be used by plaintiffs, intervening plaintiffs, and the class [fol. 331] represent as dues, fees, and assessments, been, is being and will be used in substantial amounts to support candidates for the offices of President, Vice President, U. S. Senators and Congressmen and the like campaigns as described elsewhere in this Stipulation of Facts, and for direct contributions to candidates for State and local offices, as described elsewhere in this Stipulation of Facts.

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#### 46.

Each of the labor union defendants (except the Masters, Mates and Pilots and National Marine Engineers Beneficial Association) was and is a part owner of an organization known as Railway Labor's Cooperative and Educational Publishing Society, which publishes a weekly newspaper, "Labor". The following non-defendants are also part owners of said newspaper: Brotherhood of Locomotive Firemen and Engineemen; Order of Railway Conductors and Brakemen; Brotherhood of Locomotive Engineers; Switchmen's Union of North America; American Railway Supervisors Association.

#### 47.

"Labor" derives its principal financial support from subscriptions to the newspaper without which subscriptions none of its activities would be possible.

#### 48.

The general funds of the labor union defendants, except for the American Train Dispatchers Association, have been, are, and will be used to purchase subscriptions to "Labor" for officers and members of such labor union defendants. Such subscriptions constitute a substantial portion of "Labor's" revenues.

[fol. 332]

#### 49.

Free space in "Labor" has been, is and will be used to induce contributions to the funds of Railway Labor's Political League, and the Committee on Political Education (COPE).

Substantial portions of each issue are devoted by "Labor" to legislative subjects and, during election periods, to political subjects, dealing with the election of candidates to public office.

#### 50.

Also in the newspaper "Labor", including the columns therein, the reporting is of a non-objective type and is

designed to influence the readers thereof toward a particular political philosophy espoused by that class to which plaintiffs, intervening plaintiffs, and class they represent are opposed.

The same is true of the periodicals published by individual labor union defendants paid for general dues funds and circulated to their members.

## 51.

The legislative members of one major political party are mentioned favorably in the columns of the publication "Labor" far more often than are the legislative members of the other major political party, and the legislative members of one major political party and its legislative administrative policy and program are generally commended while the other major political party's legislative administrative policy and program are generally condemned in that publication.

## 52.

Without cost to a particular candidate, the publication [fol. 333] "Labor" publishes and distributes with numerous copies of special editions designed to extol the virtues of that particular candidate, and a majority of such special editions have been principally used for the benefit of the members of one major political party:

During the 1956 general election campaign "Labor" published and distributed 16 such special editions, one for each of that number of candidates. The aggregate number of copies of such special editions published and distributed by "Labor" during those campaigns was 727,000. A little less than one-half went to "Labor's" subscribers in the States in which such candidates were running (in lieu of the regular edition of that publication) and over one-half were distributed to members of the individual labor union defendants who did not subscribe to the publication as well as to members of the general public. "Labor" has prepared and so distributed special editions in election years at least since 1952.

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53.

The political activities mentioned in this Stipulation of Facts do not involve and are unnecessary to the initiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions, wages, hours, terms and other conditions of employment or the handling of disputes relating to the above.

54.

In numerous instances substantial amounts of general dues money are spent in State and local elections by various local lodges of some of the defendant labor unions [fol. 334] and said sums of money are taken from the general dues funds of the local lodge treasuries. This money is used for direct contributions to candidates for public office in State and local elections and in paid advertisements soliciting support for such candidates for sundry other purposes directly connected with the political campaigns of such candidates, to all of whom plaintiffs, intervening plaintiffs and the class they represent are opposed.

55.

The union shop agreement has no termination date.

56.

The labor union defendant's and, in many instances, subsidiary lodges and organizations subject to the provisions of their governing constitutions and by-laws, have power to make assessments and to increase the amount and level of the dues and fees required for membership in said organizations, and plaintiffs and intervening plaintiffs and the classes they represent are and will be required to pay any such increased amounts in order to retain their employment under the terms of the union shop agreement.

57.

Copies of the newspaper "Labor", which operated as set out in paragraphs 46-52 furnished free by "Labor" to all Congressmen to numerous clergymen, State and local officers of the general public.

58.

The machinists Non-Partisan Political League is the political organ of the International Association (one of the labor union defendants in this [fol. 335] case referred to as the "IAM") for the specific purpose of engaging in political activities dealing with the election to public office. The organization maintains one the so-called "educational" fund and the called "general" fund. The Machinists Non-Partisan League received, receives and will receive grants into its "educational" fund from the of the defendant IAM, and from district and thereof. The monies in the "educational" fund (except in the State of Texas, Wisconsin, Hampshire and Iowa) to make contributions wise support candidates for public office at local level; for publicity to support candidates national as well as the State and local level administrative expenses to operate the Machinists Political League generally (including the salaries paid employees of that organization, office expenses, etc.) ; and for miscellaneous activities candidates (whom plaintiffs, intervening in the class they represent oppose) such as the distribution of voting records, and the distribution of various types of political literature toward soliciting or influencing support for political office on the national, State and local

The administration, operation and maintenance "general" fund activities of the Machinists Political League, as described in this Stipulation has been, is and will be financed and supported

which is owned and  
2 herein, are fur-  
men and Senators,  
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expenditures from the "educational" fund of the Machinists Non-Partisan Political League derived from the [fol. 336] dues funds of the defendant IAM.

59.

The activities of the Machinists Non-Partisan Political League are under the direction and control of the chairmen: A. J. Hayes, President of the IAM; Erickson, Secretary-Treasurer of the IAM; and Elmer Walker, a Vice President of the IAM. In addition, the Machinists Non-Partisan Political League has the following: (1) a Secretary-Treasurer, Jerry Flinn, who is a Grand Lodge Representative of the IAM; (2) a Director, Hühndorf, who is Director of Research of the IAM; (3) a Grand Lodge Representative of the IAM; (3) a Board of Trustees consisting of Charles West, who is a Grand Lodge Representative of the IAM, M. R. Sterns, who is a General Secretary-Treasurer of the IAM, William Thompson, who is a Grand Lodge Representative of the IAM, and Blair Hale, who is Grand Lodge Auditor of the IAM; (4) a nine-man Board of Directors who are the same individuals described above. The above-listed persons constitute the officers of the Machinists Non-Partisan Political League. Each of the above-named individuals is a national or staff member of the IAM, and receives compensation for services as such and receives no remuneration for services to Machinists Non-Partisan Political League.

60.

The Machinists Non-Partisan Political League retains Jack O'Brien, an expert political consultant, as its "navigator" and pays him a retainer fee of \$12,000 per year and expenses. The retainer and expenses paid Mr. O'Brien the salaries paid to his secretaries are paid from the [fol. 337] "national" fund of the Machinists Non-Partisan Political League. From the inception of the Machinists Non-Partisan Political League the IAM made direct grants of \$10,000 per year from 1953 through 1957, and an indirect grant of \$12,500 to the "educational" fund of the Machinists Non-Partisan Political League from its dues funds.

The Machinists Non-Partisan Political  
ated organizations (called "State Machinists  
Political Leagues") in each of the following  
States:

Alabama	Indiana
Arizona	Iowa
California	Kentucky
Colorado	Massachusetts
Florida	Minnesota
Georgia	Montana
Illinois	New Jersey
	New York

The national Machinists Non-Partisan League  
assisted in the organization and established  
Machinists Non-Partisan Political Leagues  
of the above States and continues to aid  
other than by direct financial support. The  
of the State affiliates of the Machinists Non-  
Partisan League is modeled after the bylaws  
Machinists Non-Partisan Political League  
and representatives of the IAM who are  
directors of the Machinists Non-Partisan  
coordinate the activities of the various  
[fol. 338] the national Machinists Non-  
Partisan League through the Coordinator of the  
Partisan Political League.

The "educational" fund of each State  
national Machinists Non-Partisan Political  
entirely from periodic dues and fees thru  
or lump sum contribution voted by local  
on a majority vote basis to be paid from the  
lodge treasury to the State Machinists Non-  
Partisan League. Plaintiffs, intervening plaintiffs,  
they represent oppose such use of the  
fees which have been, are and will be rec-

ical League has affiliated with the Machinists Non-Partisan Political League following twenty-three years.

and have not, and will not, acquiesce in, or vote for any proposal to use thereof.

### 63.

Contributions into the so-called "educational" fund of the national Machinists Non-Partisan Political League have been made as follows:

Source of Contribution	July-Dec. <sup>1</sup>			
	1953	1954	1955	1956
International Headquarters, IAM	\$5,000	\$10,000	\$10,000	\$10,000
District and Local Lodges, IAM	\$ 102	\$33,976	\$27,946	\$44,000

Source of Contribution (Continued)	Jan.-June 1958
International Headquarters, IAM	\$6,250 <sup>1</sup>
District and Local Lodges, IAM	\$33,161

Each of the above contributions was made from general funds.

Yearly totals divided by two.

[fol. 339]

### 64.

Collections for the "general" fund of the Machinists Non-Partisan Political League, from which direct contributions were made to the campaigns of Presidential, Vice Presidential, Congressional, and U. S. Senatorial candidates were all made, were and are made by officers of the Machinists Non-Partisan Political League who frequently are district and local lodge officers of the International Association of Machinists.

### 65.

One-half of the monies for the "general" fund of the Machinists Non-Partisan Political League so collected are and will be transmitted to the respective State associations of the national Machinists Non-Partisan Political League where one exists, which retains one-half of the amount transmitted and forwards the remaining one-half to the national Machinists Non-Partisan Political League in those States in which a State Machinists Non-Partisan

Political League organization does not exist the entire amount of money collected is transmitted directly to the national Machinists Non-Partisan Political League.

Receipts into the "general" fund of the national Machinists Non-Partisan Political League from all sources during the past five years have been as follows:

1954	\$50,310.40
1955	\$38,743.41
1956	80,843.70
1957	35,308.82
1958 (to May 31)	16,659.82

A true and correct copy of the bylaws of the Machinists Non-Partisan Political League is attached hereto as Ex-[fol. 340]hibit 3.

66.

In 1954, the Machinists Non-Partisan Political League contributed substantial financial support to the National Committee of one major national political party, and not to the other.

67.

In 1956, the Machinists Non-Partisan Political League contributed substantial financial support to the National Committee of one major political party, and not to the other.

68.

In 1954, the Machinists Non-Partisan Political League contributed substantial financial support to 17 U. S. Senatorial candidates of one major political party and to 0 U. S. Senatorial candidates of the other major political party.

69.

In 1956, the Machinists Non-Partisan Political League contributed substantial financial support to 15 U. S. Senatorial candidates of one major political party and to 0 U. S. Senatorial candidates of the other major political party.

70.

In 1954, the Machinists Non-Partisan Political League contributed substantial financial support to 41 Congressional candidates of one major political party and to 0 Congressional candidates of the other major political party.

[fol. 341]

71.

In 1956, the Machinists Non-Partisan Political League contributed substantial financial support to 78 Congressional candidates of one major political party and to 0 Congressional candidates of the other major political party.

72.

In 1954, the Machinists Non-Partisan Political League contributed substantial financial support to 2 gubernatorial candidates of one major political party and to 0 gubernatorial candidates of the other major political party.

73.

In 1956, the Machinists Non-Partisan Political League contributed substantial financial support to 3 gubernatorial candidates of one major political party and to 0 gubernatorial candidates of the other major political party.

74.

The major political party receiving the preponderance of financial aid and support as well as the preponderance of favorable publicity and treatment was the same in every situation mentioned in this Stipulation of Facts and in the depositions of officers and employees of the AFL-CIO referred to in the Stipulation attached hereto.

75.

In each instance where support of candidates, ideologies, or legislation is referred to in this Stipulation of Facts, such reference is intended to cover not only the affirmative support of particular candidates, ideologies or legislative issues, but also opposition to other candidates, ideologies or legislative issues.

[fol. 342]

76.

The determination of the legislative, political, and ideological programs and activities of the labor union defendants, Railway Labor Executives Association, Railway Labor's Political League, the Machinists Non-Partisan Political League, the AFL-CIO or the latter's Committee on Political Education, as set out in this Stipulation of Facts and the depositions referred to in the Stipulation attached hereto, does not involve participation by the plaintiffs, intervening plaintiffs and the class they represent; the views of plaintiffs, intervening plaintiffs and the class they represent have not been sought; and they have not ratified such activities or programs, nor have they acquiesced therein.

77.

The railroad defendants operate lines of railroads in the District of Columbia and in the following States: Georgia, Florida, North and South Carolina, Virginia, Tennessee, Kentucky, Ohio, Indiana, Illinois, Missouri, Alabama, Mississippi and Louisiana. Each of the railroad defendants is a carrier by railroad subject to the Interstate Commerce Act [24 Stat. 379; 49 U.S.C. 1 *et seq.*] and is a "carrier" as defined in the Railway Labor Act [44 Stat. 577; 45 U.S.C. 151 *et seq.*].

78.

The labor union defendants are the only collective bargaining representatives of the employees of the railroad defendants for the crafts or trades covered by the union shop agreement.

[fol. 343]

79.

The documents listed below are official documents of the labor union defendants or other organization as indicated below, and such documents were published by the organization indicated in the regular course of business, the cost of publication and distribution was paid for out of the general dues fund of the organization listed, and copies thereof have been and are kept and maintained by said organizations in the regular course of their business.

(a) The following periodicals of which the labor union defendants will furnish a copy of each issue from January 1, 1956 to July 1, 1958 to plaintiffs and intervening plaintiffs;

<i>Title of Document</i>	<i>Published by:</i>
The Machinist	International Association of Machinists
Boilermakers and Blacksmiths Journal	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
Sheet Metal Workers' Journal	Sheet Metal Workers' International Association
Electrical Workers' Journal	International Brotherhood of Electrical Workers
The Carmen's Journal	Brotherhood Railway Carmen of America
Firemen and Oilers Journal	International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers
The Railway Clerk	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employes
[fol. 344] The Maintenance of Way Journal	Brotherhood of Maintenance of Way Employees
The Telegrapher	The Order of Railroad Telegraphers
The Signalmen's Journal	Brotherhood of Railroad Signalmen of America
The Washington Log Book	International Organization of Masters, Mates and Pilots
The American Marine Engineer	National Marine Engineers' Beneficial Association
The Train Dispatcher	American Train Dispatchers Association
The Railroad Yardmaster	Railroad Yardmasters of America

(b) The following Convention Proceedings (including Officers' Reports if such reports are separate therefrom) of which the labor union defendants will furnish a copy each for the years shown to the plaintiffs and intervening plaintiffs.

<i>Name of Organization</i>	<i>Years in Which Convention Held</i>
International Association of Machinists	1956
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	1957-1953
Sheet Metal Workers' International Association	1958-1954
International Brotherhood of Electrical Workers	1954
Brotherhood of Railway Carmen of America	1954
[fol. 345] International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers	1956
Brotherhood of Railway & Steamship clerks, Freight Handlers, Express and Station Employes	1955
Brotherhood of Maintenance of Way Employes	1958-1955
The Order of Railroad Telegraphers	1956
Brotherhood of Railroad Signalmen of America	1958-1956-1954
International Organization of Masters, Mates and Pilots	1958-1956-1954

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<i>Name of Organization</i>	<i>Years in Which Convention Held</i>
National Marine Engineers' Beneficial Association	1957-1955-1953
American Train Dispatchers Association	1956-1953
Railroad Yardmasters of America	1958-1954
(c) The following miscellaneous documents:	
Report of Cooperative Labor Legislative Committee of Georgia—1953	
Joint Report of Railroad Brotherhoods—1955	
Joint Legislative Report of Railroad Brotherhoods 1955, 1956, 1957	
Railroad Brotherhoods Cooperative Labor Legislative Committee of Georgia—Bulletins 1, 2, 3—1955; Bulletins 2, 3—1956; Bulletins 1, 2, 4—1957	
(d) The following documents published by the Brotherhood of Railway & Steamship Clerks, Freight Handlers, [fol. 346]	
Express and Station Employees of which the labor union defendants will furnish to plaintiffs and intervening plaintiffs a copy of each issue from 1951 to date:	
<i>Title of Document</i>	<i>Published by:</i>
"Legislative Facts"	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees
(e) The President's Bulletin, of which the labor union defendants will furnish to plaintiffs and intervening plaintiffs a copy of each issue during the period from June 15, 1953 to date:	
<i>Title of Document</i>	<i>Published by:</i>
The President's Bulletin	Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees

(f) Copies of the constitution and by-laws of the labor union defendants and the by-laws of Labor Executives Association and Railway Labor League.

(g) The minutes of the convention of the 1 State Labor Council for 1956.

(h) The 1956-1957 issue of the Louisiana Re titled "Era of Progress" published by the Louisi Labor Council AFL-CIO.

(i) The following additional issues of "The Clerk", bearing the following dates:

October 1, 1950
July 15, 1951
March 15, 1952
October 15, 1952

[fol. 347]

March 1, 1953
March 15, 1953
June 1, 1953
June 15, 1953
July 1, 1953
March 1, 1955

(j) Copies of each issue of the newspaper "L the years 1956 and 1957 which the labor union d will furnish to plaintiffs and intervening plainti

(k) Copies of each issue of the newspaper "T CIO News" for the entire time of its publication labor union defendants will furnish to plaintiffs a vening plaintiffs.

(l) Copies of each issue of the magazine "The tionist" for the period from June 15, 1953 to d the labor union defendants will furnish to plain intervening plaintiffs.

Plaintiff Nancy M. Looper is an employee of defendant Southern Railway Company, having been com employed by that company since August 17, 1947.

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Looper has been employed in positions covered by the union shop agreement at all times since the effective date of that agreement. The enforcement of the union shop agreement has been enjoined as to plaintiff Looper under the order of the trial court upon the filing by her of a supersedeas bond.

81.

Plaintiff Mrs. Elizabeth Ferguson is an employee of the defendant Southern Railway Company, having been continuously employed by that company since June 14, 194 [fol. 348] Plaintiff Ferguson has been employed in positions covered by the union shop agreement at all times since the effective date of that agreement. The enforcement of the union shop agreement has been enjoined as to plaintiff Ferguson under the order of the trial court upon the filing by her of a supersedeas bond.

82.

Plaintiff J. H. Davis is an employee of the defendant Southern Railway Company, having been continuously employed by that company since November 1, 1919. Plaintiff Davis has been employed in positions covered by the union shop agreement at all times since the effective date of the agreement. Under the terms of the union shop agreement plaintiff Davis was required as a condition of continued employment against his wishes and over his protest, in March 1957, to join the defendant Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and to pay a reinstatement fee and back dues in the amount of \$96.00, and has been required as a condition of continued employment to pay dues of \$2.00 per month since that time through the month of June 1958, and monthly dues of \$3.00 since June 1958. The aggregate total of the above sums which plaintiff Davis has been required as a condition of continued employment to pay to date under the union shop agreement is \$133.50.

83.

Plaintiff Hazel E. Cobb is an employee of the defendant Southern Railway Company, having been continuously em-

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continuously  
47. Plaintiff

ployed by that company since September 10, 1922. Cobb has been employed in positions covered by shop agreement at all times since the effective date of that agreement. Under the terms of the union shop agreement [fol. 349] plaintiff Cobb was required as a condition of continued employment, against her wishes and over her protest, in April 1957 to join the defendant's organization, Brotherhood of Railway and Steamship Clerks, Freight Express and Station Employees and pay an initiation fee and back dues. Since that date she has been required as a condition of continued employment under said agreement to pay to said defendant dues of \$2.25 per month through the month of June 1958, and dues of \$3.00 per month from July 1958 to August 1958, the total amount which said plaintiff has been required as a condition of continued employment under said agreement to said defendant through August 1, 1958 aggregating \$158.25.

## 84.

Plaintiff S. B. Street is an employee of the New Orleans and Northeastern Railroad Company, having been continuously employed by said company since November 3, 1917. Plaintiff Street has been employed in positions covered by the union shop agreement at all times since the effective date of that agreement. Under the terms of the union shop agreement, plaintiff Street was required as a condition of continued employment, against his wishes and over his protest, in April 1957 to join the defendant's organization, Brotherhood of Railway and Steamship Clerks, Freight Express and Station Employees, and to that organization a reinstatement fee and back dues. Plaintiff Street has been required as a condition of continued employment under said agreement to pay to said defendant dues of \$2.25 per month through the month of June 1958, and dues of \$3.00 per month from July 1958 to August 1958. The total amount which plaintiff Street has been required as a condition of continued employment to pay the said defendant under the terms of said agreement aggregates \$158.25.

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Plaintiff Mrs. Edna G. Fritschel is an employee of  
defendant Southern Railway Company, having been  
tinuously employed by said company since March 20, 1928.  
The enforcement of the union shop agreement has  
enjoined as to plaintiff Fritschel by order of the trial court  
upon the posting by her of a supersedeas bond.

[fol. 351]

#### EXHIBIT NO. 1 TO STIPULATION OF FACTS

#### A G R E E M E N T

This Agreement made this 27th day of February, 1928, by and between Southern Railway Company, The Cincinnati, New Orleans and Texas Pacific Railway Company, Harriman and Northeastern Railroad Company, The Alabama Great Southern Railroad Company (including Wetstock and Blocton Railway Company), New Orleans and Northeastern Railroad Company, The New Orleans Terminal Company, Georgia Southern and Florida Railway Company and St. Johns River Terminal Company, respectively (hereinafter referred to as "Carrier"), and employees of each such company as represented by the Railway Labor Organizations signatory hereto, through the Employers' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

**It Is AGREED:**

#### Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as employees after the effective date of this agreement,

thereafter shall maintain membership in [fol. 352] tion; except that such members required of any individual until he has compensated service on thirty (30) days within twelve (12) consecutive calendar months. agreement shall alter, enlarge or otherwise coverage of the present or future rules and conditions agreements.

### *Section 2.*

This agreement shall not apply to employees occupying positions which are excepted from and displacement rules of the individual. this provision shall not include employees who are assigned to and report to other employees who are covered by this agreement. However, such excepted employees shall remain members of the organization at their

### *Section 3.*

(a) Employees who retain seniority under Working Conditions Agreements governing their craft and who are regularly assigned or transferred to employment not covered by such agreements for a period of thirty (30) days or more, are to be maintained on account of force reduction, or (2) on lay-off, or (3) absent on account of sickness or disability. They shall be required to maintain membership as provided in section 1 of this agreement so long as they are employed in other employment, or furloughed or absent from their work. They may do so at their option. When employees return to any service covered by Working Conditions Agreements and三十 (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment, subject to such agreements, be required to remain members of the organization re-class or craft within thirty-five (35) calendar days of their return to such service.

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are (1) furloughed  
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and continue therein  
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during that period,  
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(b) The seniority status and rights of em-  
loughed to serve in the Armed Forces or gr-  
of absence to engage in studies under an edu-  
program sponsored by the federal governmen-  
government for the benefit of ex-servicemen a-  
terminated by reason of any of the provisi-  
agreement, but such employes shall, upon re-  
employment, be considered as new employes f-  
poses of applying this agreement.

(c) Employees who retain seniority under the  
working conditions agreements governing the  
craft and who, for reasons other than those  
subsections (a) and (b) of this Section 3, are  
service covered by such agreements, or leave s-  
will not be required to maintain membership in  
in Section 1 of this agreement so long as they  
in service covered by such agreements, but they  
at their option. Should such employes return  
at their option. Should such employes return  
service covered by the said rules and working  
agreements they shall, as a condition of their  
employment, be required, from the date of retur-  
service to become and remain members in the  
representing their class or craft.

(d) Employees who retain seniority under the  
[fol. 354] working conditions agreements of  
or craft, who are members of an organiza-  
tory hereto representing that class or craft  
accordance with the rules and working condi-  
ment of that class or craft temporarily perfo-  
another class of service shall not be required  
bers of another organization party hereto w-  
ment covers the other class of service until the  
employes hold regularly assigned positions  
scope of the agreement covering such other  
vice.

#### Section 4.

Nothing in this agreement shall require an  
become or to remain a member of the organiza-  
membership is not available to such employ-

same terms and conditions as are generally applicable to any other member, or if the membership is denied or terminated for any reason other than failure of the employe to tender the periodical fees, and assessments (not including fines and penalties) uniformly required as a condition of retaining membership. For purposes of dues, fees, and assessments, shall be deemed "uniformly required" if they are required of the same status at the same time in the national unit.

### *Section 5.*

(a) Each employe covered by the present agreement shall be considered by the carrier to be in compliance with the requirements of the agreement unless the carrier is advised to the contrary in writing or by Registered Mail Return Receipt Requested, or by personal delivery evidenced by receipt, of a copy [fol. 355] it is alleged has failed to comply with any provision of this agreement and who the organization or organizations whose claims is not entitled to continue in employment to the Rules and Working Conditions. A form of notice to be used shall be agreed upon by the carrier and the organizations involved and make provision for specifying the reason for the non-compliance. Upon receipt of such notice the carrier will, within ten (10) calendar days so notify the employe concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the organization. An employe who disputes the fact that he has failed to comply with any provision of this agreement, shall within ten (10) calendar days from the date of receipt of such notice request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing to be held within ten (10) calendar days of the

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tice to the employe  
employe so notified  
lled to comply with  
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ceipt of such notice,  
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pon receipt of such  
hearing which shall  
f the date of receipt

of request therefor. Notice of the date set f  
shall be promptly given the employe in writing  
to the organization, by Registered Mail, Return  
Requested, or by personal delivery evidenced  
A representative of the organization shall a  
participate in the hearing. The receipt by the  
request for a hearing shall operate to stay  
the termination of employment until the hearing  
and the decision of the carrier is rendered.

In the event the employe concerned does n  
a hearing as provided herein, the carrier shall  
[fol. 356] terminate his seniority and employ  
the Rules and Working Conditions Agreement  
than thirty (30) calendar days from receipt of  
described notice for the organization, unless  
and the organization agree otherwise in writing.

(b) The carrier shall determine on the ba  
evidence produced at the hearing whether or n  
ploye has come and with the terms of this agre  
shall render a decision within twenty (20) cal  
from the date that the hearing is closed, and th  
and organization shall be promptly advised  
writing by Registered Mail, Return Receipt Re

If the decision is that the employe has no  
with the terms of this agreement, his seniorit  
ployment under the Rules and Working Conditi  
ment shall be terminated within twenty (20) cal  
of the date of said decision except as hereinafter  
or unless the carrier and the organization ag  
wise in writing.

If the decision is not satisfactory to the e  
to the organization it may be appealed in w  
Registered Mail, Return Receipt Requested, dire  
highest officer of the carrier designated to han  
under this agreement. Such appeals must be m  
such officer within ten (10) calendar days of t  
the decision appealed from and shall operat  
on the termination of seniority and employ  
the decision on appeal is rendered. The ca  
promptly notify the other party in writing o

appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notices of appeal [fol. 357] is received, and the employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employe involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitor to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Media- [fol. 358] tion Board in writing to appoint such neutral. The carrier, the organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30)

calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employe, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

(d) The time periods specified in this Section 5 may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title (s) and address (es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, [fol. 359] the date on which a notice is received or decision rendered shall not be counted.

#### Section 6.

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this Section 6 for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provi-

sions of Section 5, or ninety (90) calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this Section 6 shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements, but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

### *Section 7.*

An employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a [fol: 360] craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employe's employment and seniority shall not be terminated, his continu-

ance in service shall give rise to no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

#### *Section 8.*

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this Section 8 shall not apply to any case in which [fol. 361] the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employe. Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this agreement.

#### *Section 9.*

An employe whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employe relationship for vacation purposes.

#### *Section 10.*

(a) The Carrier party to this Agreement shall periodically deduct from the wages of employes subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Organization, and shall pay the amount so deducted to such officer of the Organization as the Organization shall designate.

nate; Provided, however, that the requirements of subsection (a) shall not be effective with respect to individual employee until he shall have furnished the carrier with a written assignment to the Organization of membership dues, initiation fees and assessments, assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiation [fol. 362] pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions which such provisions shall be applied; such agreement shall include, but not be restricted to, the means of making deductions, the amounts to be deducted, the form, presentation and filing of authorization certificates, the frequency of deductions, the priority of said deductions with respect to deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matter pertinent thereto.

### *Section 11.*

This agreement shall become effective on April 15, 1953, and is in full and final settlement of notices served upon the carriers by the organizations, signatory hereto, on or before February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on the said carriers as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D. C., this 27th day of February, 1953.

**FOR EACH CARRIER:**

/s/ Fred A. Burroughs

Fred A. Burroughs

Assistant Vice President, Pers

FOR EMPLOYEES' NATIONAL CONFERENCE  
COMMITTEE, SEVENTEEN COOPERATING  
RAILWAY LABOR ORGANIZATIONS:

/s/ G. E. Leighty  
[fol. 363] G. E. Leighty  
Chairman

Railway Employees'  
Department, A. F. of L.

/s/ Michael Fox  
Michael Fox  
President

International Association  
of Machinists

/s/ Earl Melton  
Earl Melton  
General Vice President

/s/ L. C. Ritter  
L. C. Ritter  
General Chairman

International Brotherhood  
of Boilermakers, Iron Ship  
Builders and Helpers of  
America.

/s/ Charles J. MacGowan  
Charles J. MacGowan  
International President

/s/ Norman Dugger  
Norman Dugger  
General Chairman

International Brotherhood  
of Blacksmiths, Drop  
Forgers and Helpers

/s/ John Pelkofer  
John Pelkofer  
General President

/s/ T. D. Steadman  
T. D. Steadman  
General Chairman

Sheet Metal Workers  
International Association

/s/ C. D. Bruns  
[fol. 364] C. D. Bruns  
General Vice President

/s/ W. G. Roberts  
W. G. Roberts  
General Chairman

**International Brotherhood  
of Electrical Workers.**

/s/ J. J. Duffy

J. J. Duffy

**International Vice President**

/s/ B. R. Acuff

B. R. Acuff

**General Chairman**

**Brotherhood Railway**

**Carmen of America.**

/s/ Irvin Barney

Irvin Barney

**General President**

/s/ W. W. Dyke

W. W. Dyke

**General Chairman**

**International Brotherhood  
of Firemen, Oilers, Helpers,  
Roundhouse and Railway  
Shop Laborers.**

/s/ Anthony Matz

Anthony Matz

**President**

/s/ J. H. Desotell

J. H. Desotell

**General Chairman**

**Brotherhood of Railway and  
Steamship Clerks, Freight  
Handlers, Express and  
Station Employees.**

/s/ Geo. M. Harrison

Geo. M. Harrison

**Grand President**

/s/ G. A. Link

G. A. Link

**General Chairman**

**Brotherhood of Maintenance  
of Way Employees.**

/s/ T. C. Carroll

T. C. Carroll

**President**

/s/ G. A. Sorah

G. A. Sorah

**General Chairman**

[fol. 365]

/s/ G. W. Ball

G. W. Ball

**General Chairman**

/s/ J. W. Simpson

J. W. Simpson

**General Chairman**

/s/ J. P. Alexander  
J. P. Alexander  
General Chairman

The Order of Railroad  
Telegraphers

/s/ G. E. Leighty  
G. E. Leighty  
President

/s/ H. R. Duensing  
H. R. Duensing  
General Chairman

/s/ F. G. Gardner

Brotherhood of Railroad  
Signalmen of America.

/s/ Jesse Clark  
Jesse Clark  
Grand President

/s/ E. C. Melton  
E. C. Melton  
General Chairman

National Organization  
Masters, Mates  
and Pilots.

/s/ C. T. Atkins  
C. T. Atkins  
President

/s/ John M. Bishop  
John M. Bishop  
Secretary-Treasurer

National Marine Engineers  
Beneficial Association.

[fol. 366] /s/ H. L. Daggett  
H. L. Daggett  
National President

/s/ Wm. O. Holmes  
Wm. O. Holmes  
Secretary-Treasurer

American Train Dispatchers  
Association

/s/ O. H. Braese  
O. H. Braese  
President

/s/ R. M. Crawford  
R. M. Crawford  
General Chairman

Railroad Yardmasters  
of America

/s/ M. G. Schoch  
M. G. Schoch  
President

/s/ H. E. Ivey  
H. E. Ivey  
General Chairman

[fol. 367]

## IN THE SUPERIOR COURT OF BIBB COUNTY,

Case No. 16,537

[Title omitted]

**Bill of Exceptions****Georgia:****Bibb County:**

Be It Remembered, that on the 6th day of [redacted] there was filed in the Superior Court of Bibb County a complaint by J. M. Payne and others against Georgia Southern and Florida Railway Company and on June 12, 1953 a petition by Charles L. Bell and Nancy M. Looper and others to intervene as plaintiffs; that two groups of amendments to the complaint were offered and allowed on June 20, 1953; further amendments were offered and allowed on June 27, 1957; and further amendments were offered and allowed on September 23, 1958, the said case as amended being in application on the part of the plaintiffs and intervenors for an order enjoining the defendant unions and the defendant unions from enforcing certain agreements entered into by said railroads with the defendant unions for a declaratory judgment declaring said agreements unconstitutional and in violation of the Constitution of Georgia, for a declaratory judgment declaring [fol. 368] Labor Act unconstitutional and in violation of the Federal Constitution to the extent that it requires union shop agreements and the requirement of payment by plaintiffs of moneys which are or will be used for purposes allegedly not germane to collective bargaining for monetary damages.

Be It Further Remembered, that on November 1, 1958, the said case, then styled as Naney M. Looper et al. v. Georgia Southern and Florida Railway Company and others, came on to be heard before the Honorable W. L. Long, Judge of Superior Courts, Macon Judicial Circuit, in the Superior Court of Bibb County, sitting at [redacted]

TY, GEORGIA

jury; and that on December 8, 1958 after introduction of evidence and argument of counsel the said Court entered an order granting plaintiffs the relief requested.

1.

On June 25, 1953, the defendants other than the railway company defendants (said other defendants being herein after referred to as the "union defendants") removed this case to the United States District Court for the Middle District of Georgia, Macon Division. The plaintiffs and the intervenors and the railroad defendants moved in said Court to remand the case to the Superior Court of Bibb County, and the case was remanded.

(a) The union defendants thereupon on January 10, 1957 filed a motion to dismiss for failure to state a cause of action. At the hearing on said motion to dismiss, on January [fol. 369] 29, 1957, plaintiffs offered further amendments to the complaint. Said further amendments were offered at said hearing without prior notice. The Superior Court of Bibb County allowed them over oral objection the same day they were offered. The union defendants then and there excepted, and now except, to the allowance of said January 29, 1957 amendments. They assign the same as error and contrary to law on the grounds that the amendments did not change the cause of action but if they did it was too late, more than three and a half years after the complaint was filed, to amend the complaint to change the nature of the cause of action; that in their motions to remand the plaintiffs and intervenors stated that their complaint was not one of which the federal court had jurisdiction because they were not relying on any claim or right arising under the Constitution or laws of the United States and were not raising any federal question; such representations were the basis of the case being remanded; and said amendments of January 29, 1957 afforded plaintiffs a basis to argue that their rights under the Constitution and laws of the United States were being infringed, contrary to their representations to the United States District Court.

(b) At a pre-trial conference on September 23, 1958 plaintiffs and intervening plaintiffs offered additional

amendments to the complaint, which the contend included assertions of a federal and federal grounds for relief, and inclu to the prayers for relief asking for ty [fol. 370] theretofore requested. The union written objections to said amendments, at of the trial on November 10, 1958, the C ment on said objections. The Court o tions of the union defendants.

The union defendants then and there e except, to said ruling and assign the a amendments as error and contrary to law that: the amendments set up a new and action than had theretofore been asserted change the theory of the case; they sought tofore sought; the assertion of federal rig because in their motions to remand the federal court the plaintiffs and intervening that their complaint was not one of which had jurisdiction because they were not rel or right arising under the Constitution United States and were not raising any : and because of said representations the ca a stipulation of facts had been entered in of the pleadings as they then existed, wit to all parties to argue the significance facts, and the amendments sought to attr to the stipulation which significance the s have when it was made; and for the rea the following paragraph.

The union defendants say that the were prejudicial to them in that they perm [fol. 371] change their cause of action fro on a violation of the State law to one b cause of action, because predicated on United States Constitution, after the c manded from the federal court on the b representation that they were not ass rights, thereby permitting plaintiffs to ass in the Superior Court; because they in plaintiffs to institute a new cause of action

the union defendants  
ereral cause of action  
including amendments  
types of relief not  
union defendants filed  
e, and at the opening  
e Court heard argu-  
overruled all objec-

re excepted, and now  
the allowance of said  
law for the reasons  
and different cause of  
rted; they sought to  
ught relief not there-  
rights was precluded  
this case from the  
ning plaintiffs stated  
which the federal court  
relying on any claim  
tion or laws of the  
any federal questions,  
the case was remanded;  
d into upon the basis  
with the reservation  
ce of the stipulated  
attribute significance  
he stipulation did not  
reasons set forth in

he foregoing errors  
permitted plaintiffs to  
from one predicated  
the basically a federal  
on rights under the  
the case had been re-  
the basis of plaintiffs'  
asserting any federal  
to assert federal rights  
y in effect permitted  
ction, without service

of process, against the union defendants; and because  
changed, without these defendants consent, the effec-  
stipulation previously entered into under different  
ings.

## 2.

At the conclusion of the hearing on January 29,  
the trial court announced that it would allow the  
ments of that date, would treat the motion to dis-  
directed to the complaint as so amended, and so the  
said motion would sustain the motion and dismiss the  
plaint as so amended. On February 4, 1957 the trial  
entered an order carrying out said ruling and made  
of record. This case was then appealed by certain  
tiffs and intervening plaintiffs to the Supreme Court  
Georgia which reversed the dismissal of the action.  
*et al. v. Georgia Southern and Florida Railway Co.*  
*et al.* (Docket No. 19685), 213 Ga. 279, 99 S.E. 2d 10.  
remittitur of the Supreme Court of Georgia was re-  
by the Superior Court on July 18, 1957. On July 22  
[fol. 372] it was made the judgment of the Superior  
and on the same day the union defendants filed their  
to the complaint as amended. Plaintiffs objected to  
filing of said answer as being out of time and there  
no showing of providential cause or excusable neglec-  
would warrant the Court to permit filing out of time.  
February 18, 1958, the Superior Court announced its  
that it sustained said objection, that the answer was  
out of time, and that the facts and circumstances  
did not warrant the exercise of the discretion of the  
to permit the filing of the answer. No written order  
bodying said ruling was entered of record. On Sep-  
23, 1958 the objections to the filing of the answer  
withdrawn and the oral ruling rescinded.

(a) On May 8, 1958, the union defendants and plaintiffs  
and intervening plaintiffs, by their attorneys, appeared  
before the trial judge, in his chambers, for a pre-trial  
conference. At said conference plaintiffs made an ob-  
jection for the Court to order the defendant unions to pro-  
duce books, writings, and other documents. The union  
defendants objected at that time that they had no notice

such motion would be made. The parties  
ing the matter of depositions, and the pr  
was to include a report on the progress m  
of the depositions; the union defendants  
[fol. 373] that they had had no notice of  
had not expected the subject of the mot  
the union defendants asked that consider  
motion be deferred, but the Superior  
counsel to proceed with argument on the  
oral argument was then had.

The trial court at the close of the argum  
granted said motion. The materials so o  
duced included "all books, records, papers,  
of original entry, check books, ledgers,  
respondence, files, minutes, diaries, m  
lars, printed materials, brochures" wh  
dants ~~or~~ any of their agents might have  
they or their agents might have control o  
ing or related to" any monies which any  
such organization might have paid to any  
"or affiliates thereof and the purposes fo  
monies received" by any such organizat  
being expended, including any and all mo  
of the respective organizations to other  
individuals and the purposes for which su  
being, or were made . . . ", for the period  
1953. The defendant unions were further  
duce with said materials officers or agen  
dants competent and prepared to testify  
cerning the "identity, nature, contents,  
and purpose" of all said materials.

[fol. 374] The union defendants made t  
for rehearing and reconsideration of the  
1958, and on May 30, 1958 filed a written i  
the order of May 8, 1958 and to suspend th  
sitions by plaintiffs until a plea of *res*  
said defendants should be disposed of.  
treated said motion as including a reques  
reargument, and reconsideration of the  
1958, and so treating it, on the same day i

ies had been discuss-  
pre-trial conference  
s made in the taking  
nts took the position  
of such motion and  
motion to be raised;  
deration of that oral  
or Court instructed  
the said motion and

gument the same day  
o ordered to be pro-  
ers, documents, books  
gers, vouchers, cor-  
memoranda, circu-  
which said defen-  
have or over which  
ol or custody, "show-  
any member of any  
ny such organization  
s-for which any such  
ization "were or are  
monies paid by each  
her organizations or  
ch such payments are  
period since June 15,  
ther ordered to pro-  
agents of said defen-  
tify under oath con-  
ts, accuracy, source,

de two oral requests  
the order of May 8,  
en motion to suspend  
d the taking of depo-  
*res judicata* filed by  
of. The trial court  
quest for a rehearing,  
the order of May 8,  
ay it was filed denied

rehearing, reargument, and reconsideration of said order denied suspension of said order and suspension of the taking of depositions, and scheduled hearing on the *res judicata* for July 1, 1958.

[fol. 375] On August 14, 1958 a comprehensive stipulation was entered into by all parties.

Said case came on for trial on November 10, 1958 after the introduction of evidence, which consisted of exhibits introduced by plaintiffs (including the aforesaid stipulation) and 112 exhibits introduced by the union defendants, and 84 pages of testimony of witnesses for plaintiffs and no testimony of witnesses for defendants, at the close of the proceedings at which evidence was received, on November 13, 1958, the following occurred:

"By Mr. Moye:

Your Honor, I believe that that completes the introduction of evidence in this case from the standpoint of the plaintiffs.

[fol. 376] I guess that before I go into what I am going to say, that the defendants, if they have any evidence would have the right to put it in now but as I understand the stipulation there will be no further evidence to be introduced by the Labor Union defendants.

By Mr. Kremer:

I think the stipulation precludes us from offering any further evidence."

"By Mr. Moye:

Your Honor, we rest.

By Mr. Kramer:

Your Honor, we rest, by reason of the stipulation.

To the aforesaid rulings and actions of the trial court the union defendants then and there excepted, and do except, and assign the same as error and contrary to law and say that such rulings and actions and the consequences thereof, including the order, judgment, and decree entered

after such proceedings, deprived them of due process of law and equal protection of the laws as guaranteed by the Fourteenth Amendment to the Constitution of the United States providing " . . . nor shall any state deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws", and as guaranteed by Article I, section I, paragraphs II and III of the Constitution of the [fol. 377] State of Georgia, in that it deprived them of an adequate opportunity to defend this case. The aforesaid constitutional questions were not made or argued to the trial court, and no objection was made to the introduction of the stipulation of August 14, 1958.

(b) At the close of the evidence, after the introduction of evidence including more than 600 exhibits over a period of four days, the union defendants asked for oral argument on the merits on the basis of the record after the transcript of the proceedings should have been completed and briefs prepared. The Court denied said request and scheduled closing argument on the merits for November 20, 1958, one week after the close of the evidence and before the transcript was completed. Argument was had on November 20 and 21. Shortly after the commencement of argument on the merits by counsel for the union defendants he stated to the Court:

"Now Mr. McKenna went into a great deal of detail on a great many points. As I said earlier, I did not know what arguments they were going to make. I was anxious to learn. Obviously it is impossible at this time for me to take down detailed notes on what he said and to go to the record and show you where some of that may be challenged or some of it explained or some of it given a different interpretation. If the argument of their case depends on all those details, as I assume they think it does or they would not have introduced 500 exhibits, I think it shows the need for having briefs in this case in which we can see just what arguments they make and then [fol. 378] offer such explanatory material that we think explains it or such additional material which

we think calls for a different interpretation. I submit your honor cannot decide this case upon the basis of their arguments until the argument is down in writing and we have a chance to reply to it. Obviously I can't reply to it by making notes and then going through this—I do not know how many cubic feet of record, to find the material and do it all in one day."

Immediately after the close of argument by counsel for all parties, the Court orally announced its findings of fact as follows:

"Under the stipulation of facts and the evidence I am compelled to the conclusion that periodic dues and assessments required of all members of the fifteen unions, defendant unions, in order to acquire and retain membership have been, are being and will be used in substantial part for the support of political candidates locally, state wide and for federal offices.

"I find that the dues and assessments are being used and will be used in part to support, propagate and foster ideological and political doctrines to which these plaintiffs do not subscribe.

"I find under the stipulation of facts and the evidence in the case that part of this money, a substantial part, is used, and will be used, for publication of newspapers, magazines, letters, bulletins and periodicals, a substantial part of such publications not being germane to collective bargaining and not incidental thereto, but the publication of matter advocating political ideas and advancing national economic concepts which are not the plaintiffs, or of the class that they represent.

"I find that the publication of bulletins and newsletters, in substantial part is used in an effort to convert the plaintiffs, and members of the class they represent, to political and economic ideologies espoused by the leaders of the unions, who make the policy and to which the plaintiffs should not be subjected and with which they do not agree.

"I find that a part of the dues and assessments is used for the support of political organizations work-

ing in support of candidates for state and federal offices, and also for principles and doctrines which the plaintiffs, and the class they represent, do not care to support.

"I think the evidence establishes the fact that these publications, and particularly the newspaper, LABOR [fol. 380] and other printed matter are sent out to the general public at the expense of the union dues and assessments advocating candidates and doctrines and principles which these plaintiffs, and the class they represent, do not subscribe to, none of which, in my opinion is germane, or incidental; to collective bargaining.

"The Hanson case simply holds that membership may be required only for the purpose of forcing the employees to pay the expense of collective bargaining and where the evidence shows, as it does in this case, that the money is used for purposes not germane to collective bargaining, but in substantial part for other purposes the contract is not enforceable and to enforce it under these conditions, in view of the facts in this case, would be a violation of the plaintiffs' constitutional rights.

"The stipulation of facts and the evidence in this case show that the union contracts, under the Railway Labor Act, are simply devices by which the property of the plaintiffs, and the class they represent, is extorted or extracted from them and is being perverted for purposes other than collective bargaining, and the Railway Labor Act to this extent is therefore unconstitutional.

"I see no way to determine what part of the dues, initiation fees and assessments is used for collective [fol. 381] bargaining and what part is used for purposes not germane thereto."

After the Court stated those findings, the following occurred:

"By the Court

I therefore have reached the conclusion that the prayers of the petition for injunctive relief should

be granted and that the Railway Labor Act, to the extent that it does these things, above mentioned should be declared unconstitutional. I would like for counsel to get together and prepare an order. I would like for that to be submitted to railroad counsel and to counsel for the union defendants, and, of course, submitted to me for final approval.

• • • • •  
“And with that, that completes the hearing.

Anything further now?

By Mr. Gambrell:

Your Honor please, we have tried to cooperate and be prepared not only for the hearing but we did have faith in our case and we have been working on what we hoped would be an acceptable order in the event the Court ruled with us. We have prepared over a period of a good many days, with faith in our case we have prepared what we thought would be a fair, just and proper order. And we would like to submit to the Court and to opposing counsel copies of what [fol. 382] we have worked on—I don't think anything has transpired this morning, since we worked on it, we worked on it yesterday, we worked on it for the last ten days in fact.”

• • • • •  
Counsel for the union defendants protested against being called upon to state his objections to a proposed order he had never seen, and the Court then said:

“By the Court:

Let's do this at this time. Let me see the order. Let counsel also see it and let's take a minute or two recess for you to see it, read it, for me to have a chance of reading it and then we will discuss further this problem that we are talking about now.”

A short recess was thereupon taken. Upon the resumption of the hearing counsel for the union defendants objected to being required to present argument on the con-

tents of the proposed order on such short notice being served with a copy, and the Court stated they would adjourn for the usual luncheon recess of two hours and would immediately thereafter hear objections to the order drafted by plaintiffs.

Upon the resumption of the hearing at the conclusion of the luncheon recess, argument was had on the constitutionality of the proposed order. Near the close of his argument concerning the proposed order, counsel for the union defendants stated:

[fol. 383]

"I submit, Your Honor, we should defer consideration of what order should be entered until we have had opportunity to study it further, Mr. Gambrell stated this morning that he had spent ten days preparing and would like some more time to examine it further and try to persuade Your Honor in more detail that this order should not be entered."

Immediately after the conclusion of the argument the Court announced that it would sign the order as presented.

The foregoing objections of the union defendants to the argument on the merits of the case and argument on the proposed order being held at the times they were held were that the objections that said defendants were being given inadequate time to prepare for argument, and said objections were not stated in terms of defendants being deprived of their constitutional rights because they were being given inadequate time to prepare.

The union defendants then and there excepted, and except, to the foregoing actions of the trial court and signing the same as error and contrary to law say that they denied these defendants due process of law and the protection of the laws as guaranteed to them by the Fourteenth Amendment to the Constitution of the United States providing ". . . nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person the equal protection of the laws." [fol. 384] and as guaranteed by Article I, section I, paragraphs II and III of the Constitution of the State of

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Georgia, in that it deprived these defendants of an adequate or fair opportunity to prepare closing argument and prepare their response to plaintiffs' closing argument and to prepare objections to the order of December 8, 1958 as presented by plaintiffs.

(c) The combination of the actions and rulings of the trial court, set forth above in this section of this Bill, under the facts and circumstances of this case, as well as each of said actions and rulings, to which the union defendants then and there excepted, and now except, are assigned by the union defendants as error and contrary to law on the grounds that they deprived said defendants of due process of law and the equal protection of the laws as guaranteed to them by the Fourteenth Amendment to the Constitution of the United States, as hereinabove stated, and as guaranteed by Article I, section I, paragraphs II and III of the Constitution of the State of Georgia, in that they deprived the union defendants of a fair opportunity to prepare closing argument on the merits and to prepare response to plaintiffs' closing argument on the merits and to prepare objections to the order of December 8, 1958, and deprived them of a fair opportunity to defend this case.

### 3.

The "Findings, Conclusions, Order, Judgment and Decree" (herein sometimes referred to as the "order"), arrived at as aforesaid, was signed by the trial judge on December 8, 1958.

### 4.

In paragraph (1) of said order the trial court found that this case is a class action, and granted relief to persons found by it to comprise a class.

Such class was found to consist of "all non-operating employees of the railroad defendants affected by, and opposed to, the hereinafter referred to union shop agreements, who also are opposed to the collection and use of periodic dues, fees and assessments for support of ideological and political doctrines and candidates and legisla-

tive programs . . ." The union defendants then excepted, and now except, to the Court holding that to be such a class action and to granting relief to group on the ground, among others, that a class cannot be brought or maintained on behalf of a components of which are determined by ascertainment attitude or a combination of mental at persons concerning certain matters. The union defendants assign said actions and judgment of the Court and contrary to law for the foregoing reason.

## 5.

In paragraph (1) of said order the trial court "the individual defendants and labor organizations [fol. 386] dants represent all the members of organization defendants." The union defendants there excepted, and now except, to said order as the same as error and contrary to law and the ground that there was no evidence in the record who the individual defendants are or what authority they have to represent or otherwise are in a position sent the members of the labor organization defendants the purpose of this case.

## 6.

In paragraph (2) of said order the trial court held that the union defendants which are labor organizations ("the individual defendants and labor organizations [fol. 386] dants are hereinafter referred to as organization defendants") entered into the union agreements "without authority from the employees represented by them." The union defendants there excepted, and now except, to said order on the grounds, among others, that (a) the organization defendants being the collective bargaining representatives under the Railway Labor Act of 1926, the authority to enter into such agreements was upon them, and (b) paragraph 12 of the stipulation qualifies the statement that the labor organization defendants acted without authority from the employees represented by them while the trial court made such finding.

then and there  
out qualification. The union defendants then and there ex-  
cepted, and now except, to such order and assign the same  
[fol. 387] as error, and contrary to law and to the evidence  
for the foregoing reasons.

## 7.

In paragraph (4) of said order the trial court found  
that under the said union shop agreements most of the  
plaintiffs and each member of the purported class they  
represent would be required "to pay initiation fees, re-  
instatement fees, and periodic dues in substantial amounts  
to the labor organization defendant representing his or  
her craft or trade as a condition of employment or con-  
tinued employment". The union defendants then and there  
excepted, and now except, to said order on the ground that  
said agreements do not impose any condition of employ-  
ment, nor do they require plaintiffs to pay both initiation  
fees and reinstatement fees as a condition of continued  
employment. They assign the same as error and contrary  
to law as not supported by any evidence, and say the same  
was prejudicial to them because, contrary to the evidence  
it finds the union shop agreements to contain provisions  
that would be violative of the Railway Labor Act.

## 8.

(a) In paragraph (5) of said order the trial court found  
that the funds collected by the labor organization defen-  
dants from plaintiffs and the class they represent were used  
by said defendants "to support the political campaigns of  
candidates for the offices of President and Vice President  
of the United States, and for the Senate and House of  
[fol. 388] Representatives of the United States, opposed by  
plaintiffs and the class they represent". The union defen-  
dants contend that there is nothing in the record to show  
that any of the labor organization defendants has ever  
used any such funds to support any candidates for federal  
office, and that even if there were any such showing there  
is nothing in the record to show that such candidates were  
opposed by plaintiffs and the class they purport to repre-  
sent or opposed by any of them.

During the proceedings in the trial court on October 10, 1958, counsel for the plaintiffs and intervenors stated in open court:

"By Mr. Gambrell:

Since 1947 it has been illegal for a labor organization, its officers to make or authorize expenditures of funds in connection with political campaigns for candidates for Federal Office. As a result of this legislation, the Labor Union defendants have called voluntary contributions from their members to be used for direct contributions to candidates for Federal Office. These requests have taken the form of appeals for contributions to the free fund of R.L.P.L. Many such appeals appearing in periodicals published by the Labor Union Defendants through which they are exacted from the plaintiffs are in the record in this case. But plaintiffs are not here relying upon the application of the Corrupt Practices Act as the basis of their complaint."

[fol. 389]. (b) In paragraph (5) of said order the court found that the said funds were so used by the Labor Union Defendants collectively, that each of the labor union defendants separately and collectively of the labor union defendants collectively." The defendants contend that there is nothing in the record to show such use of such funds by any of the labor organization defendants; that paragraph 54 of the Statement of Facts states that some of the local lodges of the labor organization defendants spend money in local elections, but that there is nothing in the record to identify further such local lodges and nothing to show that any of them are local lodges to which any of the intervening plaintiffs or the purported class sent belong or would pay any funds under the agreements or that any of said local lodges are controlled by any labor organization defendant that represents the plaintiffs or intervening plaintiffs; and that the record shows that none of the defendants are local lodges.

(c) The union defendants then and there excepted, now except, to said findings and order of the trial court assign the same as error and contrary to law and unsupported by any evidence for the foregoing reasons, and that the same were prejudicial to them because they constituted one of the grounds for the trial court finding union shop agreements illegal.

[fol. 390]

9.

In paragraph (6) of the order of December 8, 19<sup>th</sup> the trial court found that the funds collected by labor organization defendants from plaintiffs and the persons found by it to constitute a class they represent were used "to impose upon plaintiffs and the class they represent, as well as upon the general public, conformity" "certain political and economic doctrines, concepts and ideologies" and conformity to "legislative programs".

The union defendants then and there excepted, and now except, to said finding and order and assign the same as error and contrary to law and unsupported by anything in the record, on the ground that there is nothing in the record to show that any of the union defendants imposed on plaintiffs or any class or the general public conformity to any doctrines, concepts, ideologies, or legislative programs, and the trial court made no factual findings to support such conclusion. They say that the same was prejudicial to them because said finding constituted the principal basis for the trial court finding the union shop agreements illegal.

10.

In paragraph (7) of said order the trial court concluded that the requirement of the payment of money by plaintiffs and the persons found by the trial court to constitute a class represented by plaintiffs, for the purposes and activities theretofore described in said order was "not reasonably necessary to collective bargaining or maintaining the existence and position of said union defendants as effective bargaining agents." The union defendants say that said conclusion was unwarranted by the evidence in the record in the case. The union defendants then and there

excepted, and now except, to said court and assign the same as error as being contrary to the foregoing reasons and because it is nothing in the record and say that the trial to them because it constituted one of the grounds for the trial court finding the agreements unlawful.

## 11.

In the fourth subparagraph of paragraph order the trial court held that the union and the requirement thereunder of the union and fees "are contrary to the Constitution and public policy of this State, and are contrary to the laws of other states in which the defendant railroads operate." The union defendants contend that the Constitution of the State of Georgia does not permit or can be specified, which said agreements contravene; and they contend that the law of the State of Georgia, as expressed in section 1, title 54, chapter 54-9, particularly in subsection 1, specifically provides that it shall not be lawful for any person subject to the Railway Labor Act, from time to time, to enter into and enforce such agreements as the union shop agreements here involved. [fol. 392] shows that the labor organizations involved in this case are not subject to the Railway Labor Act. The union defendants contend that there was no evidence before the trial court to establish that the agreements were contrary to the Constitution or laws of any other states.

The union defendants then and there except, to said order on said grounds and assign the same as error as being contrary to the grounds that said agreements are clearly lawful under the laws of some states in which the defendant railroads operate even if the laws of such states were not superseded by the Railway Labor Act and that in some states in which the defendant railroads operate the union shop agreements here involved are held to be valid and adjudicated by the courts of those states. The union defendants assign the said holding of the trial court as error and contrary to law as being nothing in the record, for the foregoing reasons.

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## 12.

In said fourth subparagraph of paragraph (8)  
order the trial court held that:

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agreements and their enforcement are contr  
Constitution, the law and public policy of t  
and are contrary to the statutes or laws of o  
in which the defendant railroads operate. S  
tion and use of money, said union shop agree  
Section 2 (eleventh) of the Railway Labor  
[fol. 393] their enforcement violate the Unit  
Constitution which in the First, Fifth, Ninth a  
Amendments thereto guarantees to individual  
ation from such unwarranted invasion of their  
and property rights, (including freedom of as  
freedom of thought, freedom of speech, fr  
press, freedom to work and their political fre  
rights) under the cloak of federal authority."

The union defendants contend that by said lang  
in said order, the trial court held that: (a) the re  
of said payment of fees and dues and its enforce  
use of the funds so collected as theretofore desc  
its enforcement, the union shop agreements and  
forcement, and section 2 (eleventh) of the Railw  
Act and its enforcement, violate the United State  
stitution under the cloak of federal authority; (b)  
Fifth, Ninth and Tenth Amendments to the Unit  
Constitution guarantee to individuals personal and  
rights invaded by said requirement, use of fund  
shop agreements, section 2 (Eleventh) of the Railw  
Act, and their enforcement, including the rights to  
of thought, freedom of speech, freedom of press,  
rights.

The union defendants then and there excepted,  
except, to said order on the grounds, among other  
said Amendments impose no restrictions on the a  
[fol. 394] railroads or labor unions; that there wa  
in the record to show interference with any fr  
think, speak, publish, vote, or other rights sta

the actions of the labor organization not taken under the cloak of federal authority and in certain other states because, among Georgia and elsewhere there was no state seded by the Railway Labor Act in order union shop agreements; and that said section was a valid enactment of the Congress of The union defendants assign said finding error as being contrary to law and the foregoing reasons.

## 13.

In paragraph (9) of said order, the finding that the injury to plaintiffs from the conduct of the defendants will be irreparable. The court may not make such finding with respect to the claim it to constitute a class represented by plaintiffs.

The union defendants then and there contend, to said finding and order and as being an error and contrary to law and to the evidence given, that the finding is without going reason and on the grounds that such irreparable injury to plaintiffs is without support in the record; that the record showed that the union shop agreement had been in effect for more than five years prior to the trial, and that the greatest amount of damages claimed [fol. 395] by any plaintiff is \$158.25; and that the finding for injury suffered for such a period, amounts to an abuse of discretion.

## 14.

In paragraph (10) of said order the trial court held that "the labor union defendants, by their conduct, have segregated funds used for collective bargaining purposes from those used for the complained of purposes . . . have made it impossible to segregate dues collected . . . which are . . . used for collective bargaining purposes from those which are . . . complained of purposes and activities. . . ." The defendants contend that said holding was erroneous for other reasons: funds used for collective bargaining purposes and funds used for the complained of purposes.

tion defendants were authority in Georgia among other things, in state law to be super-order to validate the section 2 (Eleventh) of the United States finding and order as the evidence for the

the trial court found complained of conduct. The trial court did the persons found by plaintiffs.

re excepted, and now assign the same as evidence for the foregoing finding of irrebuttal support in the recent union shop agreements years at the time of amount of damage claimed and that such damages, are, not irreparable.

the trial court held that commingling of funds and activities and purposes and activities segregate the amount of or collective bargaining used for the community." The union defendant erred because, among collective bargaining pursued of purposes are,

when so used, no longer funds of the labor organization defendants which they can commingle; there is nothing in the record to support any finding that the labor organization defendants commingle any such funds or funds; there is nothing in the record to support a finding that anything any of the labor organization defendants done had made it impossible for plaintiffs to do and there is nothing in the record to show what accounts are kept by the labor organization defendants to show whether it would be impossible or difficult to ascertain what amounts of funds are expended for purposes.

To said holding and order the union defendant there excepted, and now except, and assign the error and contrary to the law and the evidence forgoing reasons, and say that the same was [fol. 396] to them in that it resulted in the injunctioning the enforcement of the union shop agreement in their entirety.

## 15.

In said order of December 8, 1958, the trial joined not only the railway company defendant but also the individual labor organization defendants but also the individual defendants from enforcing the union shop agreements from discharging petitioners, or any member of the class they represent, for refusing to become or remain members, or pay periodic dues, fees or assessments to the labor union defendants." The union defendant there excepted, and now except, and assign the error as being contrary to law and to the evidence cause: there is nothing in the record to show that the union defendants ever had discharged or threatened to discharge plaintiffs or any member of the purported class they represent, or to show that any of the individual defendants are or any actions (any of them) have taken or threatened to take, or threats for any such actions; it enjoins the defendants from enforcing the union shop agreements in their entirety only against plaintiffs and the purported class they represent but against anyone whether or not a member.

purported class; it is impossible for the defendants to know who the members of the purported class are whom they are enjoined from discharging because the class is described in paragraph (1) of said order as persons having a combination of mental attitudes, and the order therefore would subject defendants to a risk of violation thereof without [fol. 397] their being in a position to know they were violating the order; it enjoins the enforcement of the union shop agreement against persons other than the plaintiffs although only the plaintiffs, and not the other members of the purported class or other persons, are found by the order to be subject to irreparable injury; it enjoins the enforcement of the union shop agreements against persons resident in other states whose courts have held such persons not entitled to such relief; it enjoins the enforcement of the union shop agreements in states where said agreements are lawful even if section 2 (Eleventh) of the Railway Labor Act is unconstitutional, and it enjoins the enforcement of said agreements in states whose courts have held said agreements valid.

## 16.

The injunctive portion of said order, and the entire order, are directed to all the union defendants, including all the labor organization defendants.

The union defendants contend that the record shows that three of the plaintiffs, Davis, Cobb and Street, are employed as clerks and are represented in collective bargaining by defendant Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and fails to show the craft or class in which any of the remaining plaintiffs, Looper, Ferguson and Fritschel, is employed or the collective bargaining representative of such craft or class; that Section 11 of the union shop [fol. 398] agreements provides that it shall be construed as a separate agreement between each railroad party thereto and each labor organization representing employees on each of said railroads, and that the only agreement or agreements affecting plaintiffs are those between the railroad or railroads by which said plaintiffs are employed

and the collective bargaining representative of their craft or class on said railroad or railroads.

The union defendants then and there excepted, and now except, to this action being maintained against, or any relief being granted by said order against, any labor organization defendant or other union defendant on the foregoing grounds; and on the ground, among others, that plaintiffs had and have no standing to sue, or complain of collective bargaining agreements or other conduct, of, any defendant labor organization other than the one which is their collective bargaining representative and to which they would, under the union shop agreement applicable to them, pay periodic dues and fees. The union defendants assign as error as being contrary to law and to the evidence the actions and order of the court in sustaining the suit against, and granting relief against, all other union defendants, for the foregoing reasons.

17.

In said order the trial court made the same findings for all the labor organization defendants and found that all engaged in the same activities. The union defendants [fol. 399] tend that the evidence differed substantially with respect to each of the labor organization defendants; that with respect to much of the evidence it is impossible to tell to which of the said defendants it applies; and that with respect to some of the labor organization defendants there was no substantial evidence. The union defendants then and there excepted, and now except, to evidence with respect to one labor organization defendant being considered by the court as evidence with respect to all and the same findings and order being made with respect to all the labor organization defendants, and assign the same as error as being contrary to law and to the evidence for the foregoing reasons.

18.

In the injunctive portion of said order the trial court ordered: "provided, however, that said defendants (all the defendants) may at any time petition the court to dissolve said injunction upon a showing that they no longer are

engaged in the improper and unlawful activities described above." The union defendants then and there excepted and now except, to the injunction having such proviso and only such proviso, on the grounds, among others, that:

(a) The order contains no findings or adjudication that any activities that do not include the enforcement of the union shop agreements are improper or unlawful. Under said proviso the defendants could petition to be permitted to enforce the union shop agreement only upon a showing [fol. 400] that they no longer enforce it.

(b) There was no finding that the individual defendants engage or engaged in any activities "described above".

(c) There was no finding that the railway company defendants engage in any activities "described above" other than the enforcement of the union shop agreements.

(d) If the proviso was intended to hold that any of the activities "described above" with relation to legislation or political or economic or ideological matters are improper and unlawful, said holding and order specifies and can specify no provision of law which any of them violates and such activities are not unlawful.

(e) The order does not permit the enforcement of the union shop agreements with respect to such portion of the dues, fees, and assessments as are spent for purposes the court considers lawful, upon a showing of what such portion is, but enjoins the enforcement of the requirement of making any such payments so long as any of them or any portion of any of them is used for purposes the trial court considers "improper", and the trial court refused to include a provision that would permit the union defendants to show what proportion of the dues, fees, and assessments they collect are spent for purposes the Court might consider germane to collective bargaining, and upon such showing to request dissolution of the injunction with respect to requiring the payment of such proportion.

The union defendants assign the inclusion of said proviso in said order and only said proviso, as error as being contrary to [fol. 401] for the foregoing reasons, and because the order enforces them from enforcing the union

shop agreements to any extent and under any and all circumstances and regardless of the purposes for which the union defendants might spend their funds, except under conditions which are self-contradictory and with which it would be literally impossible to comply.

19.

In said order the trial court declared section 2 (Eleventh) of the Railway Labor Act to be unconstitutional "to the extent that it . . . is applied to permit, the exaction of funds from plaintiffs and the class they represent for the complained of purposes and activities". The union defendants then and there excepted, and now except, and assign error to said declaration and order on the ground, among others, that it is unintelligible and therefore error and contrary to law, and to the extent that it declares section 2 (Eleventh) of the Railway Labor Act to be unconstitutional it is error and contrary to law because said provision was lawfully enacted by the Congress of the United States pursuant to the provisions, among others, contained in the third clause of section 8 of Article I of the United States Constitution, and became the supreme law of the land by virtue of the second clause of Article VI of said Constitution.

20.

In said order the trial court declared the union shop agreement "to be null, void, and of no effect as between the [fol. 402] parties". The union defendants then and there excepted, and now except, and assign the same as error as being contrary to law because said agreements are expressly permitted by section 2 (Eleventh) of the Railway Labor Act.

21.

(a) In said order the trial court declared "that the . . . enforcement of said union shop agreements is illegal in that it deprives plaintiffs, and the class they represent of the . . . personal rights guaranteed by the Constitution of the United States" to "freedom of association, freedom of thought, freedom of speech, freedom of press, freedom to

work and their political freedom". The union defendants then and there excepted, and now except, to said declaration and order on the ground that the enforcement of union shop agreements by the defendants or any of them does not and would not deprive plaintiffs or any member of the purported class they represent of any of said rights or any rights they may have under the Constitution of the United States; they assign said declaration and order as error and contrary to law for the foregoing reasons.

(b) After the close of evidence by both sides, in the course of oral argument on the merits a week after the close of the evidence, the plaintiffs asked the Court to take judicial notice of certain statutes of certain other States in which the railroad defendants operated.

In said order of December 8, 1958, the trial court decided that said enforcement of the union shop agreements be illegal in depriving plaintiffs and the purported [fol. 403] they represent of the aforesaid rights "guaranteed by . . . the laws and policy of this state and other states". The union defendants then and there excepted, now except, to said declaration and order on the ground among others that no provision of law or policy of this state was specified as those that would be contravened if the laws and policies of other states were not proven and tried before the court, the enforcement of the union shop agreements would not violate the laws or public policy of this or any other state or jurisdiction, these very shop agreements have been adjudicated by the courts of other states in which the defendant railroads operate as valid, and the laws and public policy of this state specifically provide that a union shop agreement by persons subject to the Railroad Labor Act shall not be unlawful, all as fully set out in section 11 of this Bill. The union defendants assign said declaration and order as error and contrary to law for the foregoing reasons.

## 22.

In said order the trial court awarded damages to the plaintiffs who had joined the defendant Brotherhood of Railway and Steamship Clerks, Freight Handlers, Etc.

and Station Employees under the terms of the union shop agreement and had paid said Brotherhood dues and either an initiation fee or reinstatement fee, said damages in such instance being in the amount of such fee and dues for the period since June, 1953, approximately five years.

Upon sustaining the motion to dismiss on February 4, 1957, the trial court announced that it would upon application enter a supersedeas order in favor of such persons as [fol. 404] might become plaintiffs in error to review said order. On March 4, 1957, the trial court entered a supersedeas order in favor of the twelve persons who became plaintiffs in error conditioned on said persons filing a bond in the amount of \$66.00. The union defendants contend that all three persons awarded said damages in the order of December 8, 1958, had the opportunity to become plaintiffs in error and come under the supersedeas order. Two of the three, plaintiffs Cobb and Davis, were intervening plaintiffs but did not become plaintiffs in error and file a supersedeas bond. One of the three, plaintiff Street, was an original plaintiff and became a plaintiff in error but did not file a bond. All three, instead of taking such action, became members of said Brotherhood and paid the fees and dues and continued paying the dues, in the aggregate amounts set forth in said order of December 8, 1958. The union defendants contend that all three, having so elected, have for said period enjoyed the privileges and benefits of membership in said Brotherhood, and cannot properly be awarded damages in the amount of said fees and dues or in any other amount.

The union defendants objected to said damages being so awarded and to said order and then and there excepted, and now except, and assign the same as error as being contrary to law for the foregoing reasons.

### 23.

In the penultimate paragraph of the order of December 8, 1958, the court stated that the order operated "as an ad-[fol. 405] judication of the basic common rights asserted by plaintiffs in their own behalf and on behalf of other employees of the defendant railroads similarly situated . . .". The union defendants then and there excepted, and now ex-

cept, and assign the same as error as being contrary to law for the reasons that this case cannot properly constitute a class action to adjudicate the rights of persons other than the named plaintiffs and intervening plaintiffs because the persons so constituting the class cannot properly constitute a class action for the purpose of a class action, as more fully set forth in section 4 of this Bill; the named plaintiffs are not standing to sue any union defendant other than the Union of Railway and Steamship Clerks, as set forth in section 16 of this Bill; and a class action cannot properly or lawfully determine the rights of persons other than named plaintiffs and others entitled to the same relief.

## 24.

(a) The union defendants then and there excepted to the order of December 8, 1958, and now except, and assign the same as error thereto for the reasons that the action should have been dismissed and all relief sought by the plaintiffs should have been denied because on the basis of the entire record, or any part of the record, or any portion of any parts of the record, no cause of action was proved or established and the decision was therefore contrary to law, and contrary to the evidence.

(b) In said order, the trial court made and entered, and filed its "Findings, Conclusions, Order, Judgment and Decree", finding in favor of the plaintiffs even though [fol. 406] relief sought by them, and against the union defendants and assessed damages against them and enjoined them from carrying out the union's agreements with the Railway Company defendants, but notwithstanding the trial court's said findings and conclusions; and notwithstanding every part of said "Finding, Conclusions, Order, Judgment and Decree", and to all said parts, these are then and there excepted, and now except, and assign the same as error for the reasons that the same as a whole, and of its several parts is contrary to law, contrary to the principles of equity, and contrary to the evidence in said case, and the trial court erred as a matter of law and equity in making and entering the same and in refusing all or any part of the relief sought by plaintiffs.

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Plaintiffs in error specify the following portions of the record in said case as material to a clear understanding of the errors complained of in this Bill of Exceptions:

1. Complaint, filed June 6, 1953.
2. Petition to Intervene, filed June 1<sup>st</sup>, 1953.
3. Order allowing Intervention, filed June 12, 1953.
4. Amendment of Petition, 14 paragraphs, and Order filed June 27, 1953.
5. Amendment of Petition, 21 paragraphs, and Order filed June 27, 1953.
6. Answer of Railroad Defendants, filed June 29, 1953.
7. Amendment to Petition, and Order, filed January 29, 1957.
8. Supersedeas Order, filed March 4, 1957.
- [fol. 407] 9. Answer of Defendants other than railway company defendants, filed July 22, 1957.
10. Order of May 8, 1958, filed May 8, 1958.
11. Petition for Order Suspending Court's Order of May 9, 1958, filed May 30, 1958.
12. Order of May 30, 1958.
13. Amendments to petition, and Order, filed September 23, 1958.
14. Objections to amendments to petition, filed October 7, 1958, and Order thereon, filed November 10, 1958.
15. Answer to amendments of September 23, 1958, filed October 7, 1958.
16. Pre-trial Order, filed November 10, 1958.
17. Findings, Conclusions, Order, Judgment and Decree filed December 8, 1958.
18. Brief of the Evidence, with Order of Approval, filed January 5, 1959.
19. Petition for Removal.

20. Motion of Petitioners to Remand.
21. Motion of Intervenors to Remand.
22. Motion of railroad defendants to remand.
23. Order of remand.
24. Entries of filing of each and all parts of above specified to be entered and transmitted in order.

International Association of Machinists; International Brotherhood of Boilermakers, Iron Ship Builders [fol. 408] Helpers of America; International Association of Blacksmiths, Drop Forgers, and Helpers; Workers International Association; International Brotherhood of Electrical Workers; Brotherhood of Teamsters of America; International Brotherhood of Oilers, Helpers, Roundhouse and Railway Shopmen; Brotherhood of Railway and Steamship Clerks, Baggage and Express Handlers, Express and Station Employes; Brotherhood of Maintenance of Way Employes; Order of Railroad Telegraphers; Brotherhood of Railroad Signalmen; National Organization Masters, Mates and Pilots; Marine Engineers Beneficial Association; American Dispatchers Association; Railroad Yardmasters of America; L. C. Ritter, R. H. Hubbard, Norman D. Westbrook, John Pelkofer, T. B. Steadman, C. D. Bruns, W. G. Roberts, H. H. Dent, J. J. Acuff, T. J. Roberts, Irvin Barnery, W. W. Chapman, Anthony Matz, J. H. Desotell, I. George M. Harrison, G. A. Link, J. D. Avera, Alexander, G. W. Ball, R. K. Lanfair, F. G. Gaumer, Duensing, E. V. Peed, Jesse Clark, E. C. M. Dasher, B. T. Hurst, John M. Bishop, W. L. Johnson, O. Holmes, O. H. Brasse, R. M. Crawford, T. V. M. G. Schoch, H. E. Ivey, T. J. Dams, and Charles Gowan, name themselves as Plaintiffs in Error. S. B. Street; Hazel E. Cobb; J. H. Davis, Mrs. Fritschel; Nancy M. Looper; Mrs. Elizabeth Georgia Southern and Florida Railway Company; Cincinnati, New Orleans [fol. 409] Pacific Railway; Alabama Great Southern

read Company; New Orleans and Northeastern Rail  
Company; Carolina and Northwestern Railway Compa  
New Orleans Terminal Company; St. Johns River Ter  
nal Company; and Harriman and Northeastern Rail  
Company as Defendants in Error.

The Supreme Court has jurisdiction in this case because  
the action involves the constitutionality of a statute of  
United States, which the trial court in its order of Decem  
ber 8, 1958 held unconstitutional as violative of the Fifth  
Fifth, Ninth, and Tenth Amendments to the Constitution  
of the United States, and involves injunctive relief, which  
the trial court granted in said Order.

The Bill of Exceptions was originally tendered to  
trial court at 1:06 P. M. on January 7, 1959. The trial  
court specified January 15, 1959 as the day on which the  
other parties would be afforded an opportunity to be heard  
on the question of whether or not the Bill of Exceptions  
as originally tendered was correct and complete. The plain  
tiffs requested the Court to advance said hearing to Jan  
uary 8 or 9, 1959. The Court denied said request and there  
upon request of plaintiffs, said hearing was set for Jan  
uary 16, 1959. Hearings were held on January 16 and 17,  
1959, and on the latter day the trial court returned the Bill  
to Plaintiffs in Error with instructions to make a number  
of changes.

And now, within the time provided by law, come the  
plaintiffs in error, and assigning error on all the rulings  
and actions of the trial court complained of as being con  
trary to law, tender this bill of exceptions, which is sub  
vised in accordance with the instructions of the trial court,  
and pray that the same may be certified to as provided  
by law, and transmitted to the Supreme Court of Georgia  
in order that the alleged errors may be considered and cor  
rected.

Milton Kramer, Schoene & Kramer, Commonweal  
Building, 1625 K Street, N. W., Washington  
D. C.

David L. Mincey, 321 Cotton Avenue, Ma  
con, Georgia.

C. E. Gregory, Jr., Arnall, Golden & Gregory,  
Fulton Federal Bldg., Atlanta, Georgia.

The foregoing Bill of Exceptions was 1:06 P. M. on the 7th day of January, 1959, as revised herein at 2:55 P. M. on this 28th day of January, 1959.

O. L. Long, Judge of Superior Court  
of Bibb County

[fol. 414]

IN THE SUPERIOR COURT OF BIBBS COUNTY

[Title omitted]

CERTIFICATE OF JUDGE TO BILL OF EXCEPTIONS  
February 3, 1959

I hereby certify that the Bill of Exceptions was filed by the Plaintiffs in Error on January 28, 1959, and that the other parties were afforded an opportunity to file their exceptions on January 16 and 17, 1959 on the question of whether the re-tendered Bill as originally tendered was correct and complete; that extensive hearings were held on said days, January 16 and 17, 1959, I returned the Bill of Exceptions to the Clerk of the Superior Court with instructions to make changes therein; that the re-tendered Bill of Exceptions was re-tendered by Plaintiff in Error on January 28, 1959; that the other parties were again afforded an opportunity to be heard on February 3, 1959, on the question of whether the re-tendered Bill of Exceptions was correct and complete; that hearings were held on said date; that the foregoing Bill of Exceptions is correct and contains and specifies all of the evidence in the record, material to a clear understanding of the errors complained of; and the Clerk of the Superior Court of Bibb County is hereby ordered to furnish a complete copy of such parts of the record as are in this Bill of Exceptions specified as being the same as such, and cause the same to be filed in the Supreme Court, that the errors alleged in the Bill of Exceptions may be considered and corrected.

This 3 day of February, 1959.

O. L. Long, Judge, Superior Court

was tendered to me at  
1959, and retendered  
28th day of January,

Courts, Macon Judi-

s COUNTY, GEORGIA

F EXCEPTIONS—

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court of Bibb County.

[fol. 419]

IN THE SUPREME COURT OF GEORGIA

Case No. 20428.

INTERNATIONAL ASSOCIATION OF MACHINISTS

v.

STREET et al.

Opinion—May 8, 1959

By the Court:

1. The plaintiffs in error not having excepted bill of exceptions to the order allowing the amendment of September 23, 1958, to the complaint, it is now too late to except to such order.
2. The amendment of September 23, 1958, to the complaint was not subject to the objections interposed.
3. If the legal rights of the parties are not preserved, denied, this court will not interfere with the discretion of the trial court in matters of practice in the hearing and disposition of causes before it unless this discretion has been exercised in an illegal, unjust, or arbitrary manner.
4. The findings of fact and conclusions of law in the final decree are fully supported by the facts and evidence.
5. The plaintiffs and the class they represent have a common interest in the subject matter of the suit, and the ultimate issues to be decided. The objections to the findings by the court that this was properly a class action authorized under Code § 37-1002 are without merit.
6. The finding by the court in its decree that the defendant unions were using the funds derived from the collection of dues, fees, and assessments from their members to propagate and promote political and economic concepts, and ideologies opposed by the plaintiff class they represent, was demanded by the evidence.

7. The finding by the court, that the exact amount of the contributions, in the form of dues, fees, and assessments, levied by defendant unions, was by virtue of the union agreement between the defendant railroads and the unions, [fol. 420] permitted under section 2 (Eleventh Article) of the Railway Labor Act (45 U. S. C. § 151 et seq.), the use of such union funds for the purposes mentioned in the preceding headnote, was violative of the First and Fifth Amendments to the Constitution of the United States, was authorized by no evidence.

Almand, Justice. When this case was heard on a bill of exceptions assigning error on the plaintiffs' petition, we reversed the decision of the trial court because, by reason of the allegations of the amended petition, that "The initiation fees, dues and assessments which plaintiffs were required to pay under the terms of the union shop contract heretofore referred to will be used in substance and in effect to impose not germane to collective bargaining, but ideological and political doctrines and beliefs which plaintiffs are not willing to support and which they would be forced to support, this violating plaintiffs' constitutionally guaranteed rights of freedom of association, liberty and property," and of paragraph 5 of the amended petition, that "Petitioners allege that section 2 of the Railway Labor Act (45 U.S.C.A. section 152) is unconstitutional to the extent that it authorizes the union shop contract heretofore referred to, and said agreement violates the First, Fifth, and Ninth Amendments to the Constitution of the United States of America and is therefore invalid," the petition as against a portion of the bill of exceptions was sufficient to state a cause of action in law. Looper v. Georgia So. & Fla. Ry. (99 S.E. 2d 101). We there said that, the decision of the Supreme Court of the United States in Sequoia Dept. v. Hanson, 351 U. S. 225 (3c), 70 A.2d 1112 (Md. 1953), L. Ed. 1112 (1953) upheld the validity of a union shop contract executed under sec. 2, Eleventh, of the Railway Labor Act (45 U.S.C.A. § 152), in view of the fact that the

the exaction of money, by the defendant shop agreements the defendant unions, Eleventh) of the Rail seq.) ; and that the poses set out in the the plaintiffs' rights s to the Constitution by the law and evi-

was before this court on the dismissal of the order of dismissal of paragraph 59(b) initiation fees, periodic s would be required shop agreement here substantial part for pur lining but to support and candidates which and cannot lawfully plaintiffs' constitution association, thought, ph 51 of the amended t sec. 2 Eleventh of sec. 152 Eleventh), union shop agreement eement, are violative dments to the Con erica, and are there a general demurrer ion for equitable re Ry. Co., 213 Ga. 279 t, though the ruling states (Railway Emp. , 76 S. Ct. 714, 100 a union shop agree of the Railway Labor n view of the state-

ment made in the opinion that "Judgment is res to the validity or enforceability of a union or cl agreement if other conditions of union member imposed or if the exaction of dues, initiation fe sessments is used as a cover for forcing ideolog formity or other action in contravention of the the Fifth Amendment," the question of whether shop agreement violated the plaintiffs' rights under the First and Fifth Amendments to the Federal Con under the alleged facts in this case, was left future determination.

When the case was returned to the trial cour defendant unions filed their answer. At a pre-trial the trial judge entered an order requiring the uni dants to produce certain books, documents, and and the appearance of officers and agents to tes respect to them. The motion of the union defen suspend this order until their plea of res a could be inquired into was denied. On September the plaintiffs filed an amendment to their petit objections of the union defendants to this amendm overruled. At a later pre-trial hearing the ple adjudicata was withdrawn. A stipulation of fa cuted by all the parties on August 14, 1958, was by the court and filed. This stipulation consists of lations covering 45 pages. We set out here only the lations that we deem most pertinent to the issu

"2. Each of the plaintiffs and each of the in plaintiffs was an employee of one of the railroa dants herein (collectively constituting the South way System) in a craft or trade covered by the un agreement at the commencement of this litigati

"3. Some of the plaintiffs and intervening are not now, and never have been, members of a defendant labor union organizations (their stat protected by supersedeas bond).

[fol. 422] "8. Each of the plaintiffs, and in plaintiffs, and the class they represent receive both from the railroad defendant employer and

union defendant applicable to his or her craft or trade, that unless he or she became a member of the appropriate labor union defendant within 60 days of the date he or she first performed compensated service for the railroad defendant, or within 60 days of the effective date of the union shop agreement, whichever is the later, such employment would be terminated and such employee dismissed pursuant to the union shop agreement.

"12. The *union shop agreement* referred to in paragraph 1 above was negotiated by the labor union defendants with the railroad defendants without any authorization from the employees of such railroad defendants embraced within the craft or trade applicable to each labor union defendant. [Ital: ours], other than such authority as might be implied from each labor union defendant's being the collective bargaining representative of employees of such railroad within such craft or trade for the purposes of the Railway Labor Act from the dates and as set forth in paragraph 13. The usual processes of the defendant unions in determining collective bargaining policy were followed. Such processes do not, and in the instance of the negotiation and execution of the union shop agreement did not, involve any notice to the employees of the railroad defendants that the negotiation and execution of such an agreement was contemplated, or any opportunity to express their wishes pro or con with respect to such negotiation and execution of the union shop agreement, or any opportunity to ratify or reject such action.

"14. Each of the plaintiffs and intervening plaintiffs was employed for many years by one of the railroad defendants prior to the execution of the union shop agreement hereinabove referred to, and that also is true of many others of the class represented by the plaintiffs and intervening plaintiffs, and none of such persons had notice prior to entering into an employment relationship with such railroad defendant that union membership would at any time [fol. 423] be required as a condition of employment or continued employment [ital. ours].

"19. The periodic dues, fees and assessments which plaintiffs, intervening plaintiffs and the class they represent, have been, are and will be required to pay under the terms of the union shop agreement hereinabove referred to, have been, are being, and *will be used in substantial part for purposes other than the negotiation, maintenance, and administration of agreements concerning rates of pay, rules and working conditions, or wages, hours, terms and other conditions of employment, or the handling of disputes relating to the above, but to support ideological and political doctrines and candidates which plaintiffs, intervening plaintiffs, and the class represented by them, were, are, and will be opposed to and not willing to support voluntarily* [ital. ours].

"20. The mechanism by which the periodic dues, fees and assessments required to be paid under the terms of the union shop agreement were, are and will be used in substantial part to support ideological and political doctrines and candidates for public office which plaintiffs, intervening plaintiffs, and the class represented by them, are not willing to support, is as set forth in this Stipulation.

"A substantial portion of the periodic dues, fees and assessments required of plaintiffs, intervening plaintiffs, and the class they represent, or which will be so required, has been, is being and will be retained by, or remitted to, the individual local lodge of the labor union defendant to which each such person paid and will be required to pay his dues; and has been, is being, and will be, used to support legislative activity in the legislatures of the State or States covered by the membership of such local lodge, including miscellaneous general legislation not confined to legislation involving the negotiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions, or wages, hours, terms and other conditions of employment, or the handling of disputes relating to the above and, except in Wisconsin, New Hampshire, Pennsylvania, Indiana, Texas and Iowa, to extend substantial financial support to candidates for public office in the executive, legislative and judicial

*branches of the state and local governments in the locality of the local union [ital. ours].*

"21. Some of the legislative and political activities referred to in the preceding paragraph are carried out by some of the individual local lodges of the labor union defendants, and in some situations, such activities were, are and will be carried out on a cooperative basis, the local lodges of several of the defendant unions cooperating (not only between themselves, but also with local lodges of labor unions not defendants in this litigation, through State, district and local AFL-CIO central bodies and their Committees on Political Education as well as ad hoc committees), and in some instances the financial support for such local legislative and political activities is derived not only from the local lodge organizations but also from direct grants from the federal dues funds of the national or grand lodge organization of a particular labor union defendant.

"In each instance where 'general fund' or 'general dues fund' or like phrase is employed in this Stipulation of Facts (except where used in reference to the Machinists Non-Partisan Political League, where the phrase is used to denote the 'political' fund which is derived from individual contributions), it refers to the fund or account, or that part thereof, derived and maintained from periodic dues, fees and assessments of the members of such organization.

"22. A substantial proportion of the periodic dues, fees and assessments collected by the labor union defendants from their members was, is, and will be transmitted to, or retained by, their respective national or grand lodge organizations.

"29. Railway Labor's Political League was formed for the specific purpose of engaging in political activities dealing with the election of candidates to public office. The organization maintains two funds—one the so-called 'educational' fund and the other the so-called 'free' fund. Railway Labor's Political League received, receives and will receive direct grants into its 'educational' fund.

from the general funds of the union defendants and from the Railway Labor Executives' Association. The monies in the 'educational' fund are used, except in Wisconsin, New Hampshire, Pennsylvania, Indiana, Texas, and Iowa, to support candidates for public office at the State and local level; for publicity to support candidates on the national as well as the State and local level; for administrative expenses to operate Railway Labor's Political League generally (including the salaries of the paid employees of that organization, office expense, supplies, etc.); and for miscellaneous activities in supporting candidates (whom plaintiffs, intervening plaintiffs, and the class they represent oppose) at the national, State or local level, such as transportation of voters to and from the polls, preparation and distribution of voting records, preparation and distribution of sample ballots, and the preparation and distribution of various types of political literature soliciting or influencing support for candidates for public office on the national, State and local levels.

"The administration, operation and maintenance of the 'free' fund activities of Railway Labor's Political League has been, is and will be financed and supported by direct expenditures from the 'educational' fund of Railway Labor's Political League derived from the general dues funds of the labor union defendants.

"43. The funds expended by the labor union defendants for political activities as set forth in this Stipulation of Facts are substantial, and the proportionate amounts of the periodic dues, fees and assessments which are being paid, or which will be required to be paid, by the plaintiffs and intervening plaintiffs and the class they represent are also substantial, and the amounts of such dues which are and will be used ultimately for political purposes are also substantial.

"44. The plaintiffs, intervening plaintiffs, and the class they represent have been and are opposed to the use of their [fol. 426] money by the labor union defendants, Railway Labor Executives Association, Railway Labor's Political League, Machinists Non-Partisan Political League, the American Federation of Labor and Congress of Industrial

Organizations, and the Committee on Political Education of the AFL-CIO which they have been, are and will be required to pay in dues, fees and assessments for the endorsement and support of the legislation, ideologies, political doctrines and candidates for public office which have been, are and will be supported and endorsed by the labor union defendants, Railway Labor Executives Association, Railway Labor's Political League, Machinists' Partisan Political League, the American Federation of Labor and Congress of Industrial Organizations, Committee on Political Education of the AFL-CIO set out in this Stipulation of Facts, or for other purposes than the negotiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions, or wages, hours, terms and other conditions of employment, or the handling of disputes relating to the above.

"53. The political activities mentioned in this Section of Facts do not involve and are unnecessary for the negotiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions, or wages, hours, terms and other conditions of employment, or the handling of disputes relating to the above.

"56. The labor union defendants and, in many instances, subsidiary lodges and organizations subject to the provisions of their governing constitutions and by-laws, have power to make assessments and to increase the amount and level of the dues and fees required for membership in the organizations, and plaintiffs and intervening plaintiffs in the class they represent are and will be required to pay any such increased amounts in order to retain their employment under the terms of the union shop agreements.

"75. In each instance where support of candidates, ideologies, or legislation is referred to in this Stipulation of Facts, such reference is intended to cover not only affirmative support of particular candidates, ideologies [fol. 427] legislative issues, but also opposition to candidates, ideologies or legislative issues.

"76. The determination of the legislative, political and ideological programs and activities of the labor unions

fendants, Railway Labor Executives Association, Railway Labor's Political League, the Machinists Non-Partisan Political League, the AFL-CIO or the latter's Committee on Political Education, as set out in this Stipulation of Facts and the depositions referred to in the Stipulation attached hereto, does not involve participation by the plaintiffs, intervening plaintiffs and the class they represent; the views of plaintiffs, intervening plaintiffs and the class they represent have not been sought; and they have not ratified such activities or programs, nor have they acquiesced therein."

The stipulation also details the amounts of dues or fees paid by named plaintiffs to specific defendant unions under the terms of the bargaining agreement.

The cause, by agreement of the parties, was heard by the court without the intervention of a jury on plaintiffs' prayers for a permanent injunction. After a hearing and argument of counsel, the court entered an order, consisting of findings of fact, conclusions of law, and a final decree granting the relief sought by the plaintiffs. The court found and decreed that: "(1) The court has jurisdiction of all parties and of the causes of action asserted by the plaintiffs. This is a class action in which the plaintiffs represent herein all non-operating employees of the railroad defendants affected by, and opposed to, the herein-after referred to union shop agreements, who also are opposed to the collection and use of periodic dues, fees and assessments for support of ideological and political doctrines and candidates and legislative programs or for other purposes other than the negotiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions, or wages, hours, terms or other conditions of employment or the handling of disputes relating to the above. The individual defendants and labor organization defendants represent all the members of said labor organization defendants; (2) Effective [fol. 428] April 15, 1953, the labor organization defendants, without authority from the employees represented by them but relying upon such authority as might be implied from the Railway Labor Act, and without affording said employees any opportunity to express themselves with re-

spect thereto, entered into union shop agreements with the railroad defendants. The union shop agreements provide, in part, that all non-operating employees of the railroad defendants, including plaintiffs and defendants by plaintiffs, must 'as a condition of employment subject to such agreements, be members of the organization party to this agreement and their craft or class (the labor organization herein) within sixty (60) calendar days of first performing compensated service as such employee'. The effective date of this agreement, and to maintain membership in such organization. 'Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee on the same terms and conditions as are generally available to any other member, or if the membership of the employee is denied or terminated for any reason other than the failure of the employee to tender the initiation fees, and assessments (not including penalties) uniformly required as a condition of retaining membership; . . . (4) Pursuant to union shop agreements, and, except as indicated in graph (3) above, each of the plaintiffs and defendants of the class they represent has been, is being, and will be compelled to pay initiation fees, reinstatement fees, periodic dues in substantial amounts to the organization defendant representing his or her class as a condition of employment or continued employment, and to become or remain a member of said organization defendant; (5) The funds so exacted from plaintiffs and defendants have been, and are being, used in substantial amounts by the latter to support the political campaigns for the offices of President and Vice-President [fol. 429] the United States, and for the Senate and House of Representatives of the United States, opponents and the class they represent, and also by direct and indirect financial contributions to deface the political campaigns of candidates.

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local public offices, opposed by plaintiffs and the  
they represent. The said funds are so used both by  
of the labor union defendants separately and by  
the labor union defendants collectively and in co-  
among themselves and with other organizations not par-  
to this action through associations, leagues, or commu-  
formed for that purpose; (6) Those funds have been  
are being used in substantial amounts to propagate  
cal and economic doctrines, concepts and ideologies  
to promote legislative programs opposed by plaintiff  
the class they represent. Those funds have also been  
are being used in substantial amounts to impose  
plaintiffs and the class they represent, as well as  
the general public, conformity to those doctrines, con-  
ideologies and programs; (7) The exaction of monies  
plaintiffs and the class they represent for the pun-  
and activities described above is not reasonably nec-  
to collective bargaining or to maintaining the exis-  
and position of said union defendants as effective bar-  
ing agents or to inform the employees whom said  
defendants represent of developments of mutual inter-  
(8) The exaction of said money from plaintiffs and  
class they represent, in the fashion set forth above  
the labor union defendants, is pursuant to the union  
agreements and in accordance with the terms and  
ditions of those agreements. Said union shop agree-  
were negotiated and entered into and are maintained  
ministered and enforced by the labor union defend-  
pursuant to the provisions of the Railway Labor Act  
U.S.C. Sect. 151 et seq.) and particularly Section 2 (F)  
(Second), (Third), (Fourth), (Seventh), and (Elev-  
5, 6 and 10 thereof. Said union shop agreements are  
mitted by Section 2 (eleventh) of the Railway Labor  
(45 USC 152) 'notwithstanding any other provision of  
Act, or of any other statute or law of the United States  
[fol. 430] or territory thereof, or of any State.' Said  
action and use of money and said union shop agree-  
and their enforcement are contrary to the Constitu-  
the law and public policy of this State, and are con-  
to the statutes or laws of other states in which the  
fendant railroads operate. Said exaction and use of m-

said union shop agreements and Section 14 of the Railway Labor Act and their enforcement in violation of the First, Second, Fifth, and Tenth Amendments thereto guarantee the protection from such unwarranted invasion of personal and property rights, (including the right to privacy, freedom of thought, freedom of speech, freedom of press, freedom to work and their political rights) under the cloak of federal authority. On the basis of these findings the trial court prohibited the defendants "from enforcing the said union shop agreements (copies of which are attached hereto and made a part of this petition herein) and from discharging any member of the class they represent, if he has come or remains a member of, or pays dues or assessments to, any of the labor unions mentioned above." It is further provided, however, that said defendants shall petition the court to dissolve said injunction when they no longer are engaging in any of the unlawful activities described above." An injunction was issued and money judgments in favor of three plaintiffs were entered.

The union defendants filed their bill of exceptions in which they assigned error on interlocutory judgment and the final decree, generally and specifically.

1. Error is assigned on the order allowing the bill of exceptions filed January 29, 1957, over the objection of the defendants that it is too late to change the cause of action. The union shop agreement violated the First, Second, Fifth, and Tenth Amendments to the Federal Constitution. This exception cannot be entertained because the bill of exceptions was filed prior to the entry of the order dismissing the bill of exceptions. The order was reviewed and reversed in *Georgia Ry. Co. v. Looper*, 210 Ga. 431, 210 S. E. 2d 830 [fol. 431] and the union defendants now assign error on the review of the order of January 29, 1957. As there are no exceptions, it is too late now to except. See *Carroll v. McClelland*, 213 Ga. 656 (100 S. E. 2d 900).

2. Error is assigned on the order allowing the bill of exceptions filed September 10, 1957, over the objection of the defendants that it is too late to change the cause of action.

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pt. Gaulding v. Gauld-  
Carmichael Tile Co. v.  
2d 902).

er allowing the amend-  
ember 23, 1958. In this

amendment certain paragraphs of the petition  
leted and new paragraphs inserted. This amen-  
out specific facts as to the employment of the  
plaintiffs with the railroad defendants, and all  
the dues, fees, and assessments required by the  
fendants are being and will be used to espouse an  
political and economic ideologies repugnant to  
tiffs and the class they represent. It further al-  
the sole authority under which the union defen-  
ported and purport to bargain and contract with  
road defendants is by virtue of the Railway  
(45 U.S.C.A. §§ 152, 156), and that the union shop  
executed by the defendants is contrary to the  
public policy of the State of Georgia; and, in  
the Railway Labor Act permits or authorizes  
defendants to use the dues, fees, and assess-  
by union members for ideological and economic  
and to support political candidates, which the  
plaintiffs oppose, the same violates the provisi-  
First, Fifth, Ninth, and Tenth Amendments to  
ederal Constitution. The objections to this amend-  
on the grounds: that (a) it changed the cause  
(b) sought to change the theory of the case, (c)  
further relief not theretofore sought, and (d) the  
of Federal rights was precluded because of the  
motion to remand the case from the Federal Dist-

There is no merit in any of these objections.  
case was reviewed by this court (Looper v. G.  
& Fla. Ry. Co., 213 Ga. 279, supra), the plainti-  
to proceed was sustained by reason of the allega-  
the agreement violated Federal rights. The al-  
merely elaborated the allegations originally asse-

[fol. 432] 3. On May 8, 1958, at a pre-trial hearing  
court granted the plaintiffs' oral motion requiring  
fendant unions to produce books, records, and other  
over the objection that the defendant unions had  
that such a motion would be resented. Subsequently  
union defendants filed a motion, which was denied,  
pend this order until their plea of res judicata  
passed upon. (The record discloses that this  
subsequently withdrawn.) It is asserted that the

deprived the defendant unions of due the equal protection of the law as guarantee tenth Amendment, in that these ruling an adequate opportunity to defend the exceptions recites that no constitution made or argued to the court, and no to the introduction of the stipulation of asserted that after all the evidence had the court denied the oral request of defendant unions to postpone oral argument of the proceedings had been completed and that after the court had orally arguments, and counsel had presented to the order, the court allowed counsel for the insufficient time, before signing the same offer objections as to the terms of the same that this hasty procedure deprived them to make a proper and adequate defense.

If the legal rights of the parties or denied, this court will not interfere of the trial court in matters of practice and disposition of causes before it unless power has been exercised in an illegal, manner. Johnson v. Holt, 3 Ga. 117(1); 24 Ga. 473(3); Mayor &c. of Cuthbert, 179(2); Branch v. Planters' Loan &c. It We have carefully considered the errors in manner in which the trial judge heard the motions and requests in the trial cause, we do not say that his disposition of them was [fol. 433] or an abuse of his discretion.

4. We next consider the assignments of error specific findings of fact and conclusions in the final decree. These objections sions 5-11 incl., 13-18 incl., and 22 of the assignments. It would serve no useful purpose to enter into a detailed consideration of these objections here. The findings and conclusions are fully supported by the pleadings and we find no merit in these assignments.

e process of law, and  
aranteed by the Four-  
nings deprived them of  
the case. (The bill of  
national questions were  
no objection was made  
of facts.) It is further  
had been introduced,  
of counsel for the de-  
ment until a transcript  
d and briefs prepared;  
announced its conclu-  
the court a suggested  
r the defendant unions  
same, to consider and  
the order. They contend  
d them of their right  
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es are not prejudiced  
ere with the discretion  
practice in the hearing  
unless this discretionary  
al, unjust, or arbitrary  
7(1); Cooper v. Jones,  
bert v. Brooks, 49 Ga.  
c. Bank, 75 Ga. 342(1).  
error assigned on the  
heard and disposed of  
al of this case, and can-  
n was illegal, arbitrary,  
etion.

ments of error on the  
ns of law contained  
ns are set out in divi-  
of the bill of exceptions  
o enumerate the several  
conclusions of the court  
gs and the evidence, and  
ents of error.

5. As to the provision of the final decree, that it  
“as an adjudication of the basic common rights  
by the plaintiffs in their own behalf and in behalf  
employees of the defendant railroads similarly  
the union defendants assign error on the ground  
case cannot properly or lawfully adjudicate right  
sons other than the named plaintiffs and interveni-  
tiffs, because the persons described as constituting  
cannot properly constitute a class for the purpose  
action,” and, “that a class action cannot be br-  
mantained on behalf of a group, the components  
are determined by ascertaining the mental attitu-  
sons concerning certain matters.” The case a-  
amended was on behalf of plaintiffs and all others  
situuated, who had a common interest in the relief.  
No demurrers were interposed that the complaint  
a proper class action as permitted under Code  
The stipulation of facts contains the following:

“5. There are a substantial number of em-  
ployees of the railroad defendants who simi-  
larily been compelled by the union shop agreement  
their wishes, to become members of the defen-  
labor union organizations in order to maintain  
employment.

“6. There were a substantial number of em-  
ployees of the railroad defendants whose employment  
terminated against their wishes, although their  
were satisfactory, by reason of the enforcement  
union shop agreement and the refusal of such  
[fol. 434] to become members of the labor  
defendants.

“7. The plaintiffs and intervening plainti-  
and adequately represent for the purposes of  
gation the interests of the employees and em-  
ployees of the railroad defendants specified in  
preceding paragraphs, as well as those who  
as members of one of those two groups has  
been finally determined, these being all those em-  
or former employees of the railroad defen-

fected by and opposed to the union shop agreement who also are opposed to the use of the periodic dues, fees and assessments which they have been, are and will be required to pay to support ideological and political doctrines and candidates and legislative programs set forth in this Stipulation of Facts and the depositions referred to in the Stipulation attached hereto, or for other purposes other than the negotiation, maintenance and administration of agreements concerning rates of pay, rules and working conditions, or wages, hours, terms or other conditions of employment or the handling of disputes relating to the above."

The plaintiffs and the class they represent have a common interest in the subject matter of the suit and the ultimate issues decided. The objection interposed to this phase of the decree is without merit. See O'Jay Spread Co. v. Hicks, 185 Ga. 507 (195 S. E. 564); Evans v. Louisville & Nashville Ry Co., 191 Ga. 395 (12 S. E. 2d 611); Liner v. City of Rossville, 212 Ga. 664 (94 S. E. 2d 862).

6. The court found as a matter of fact: "(6) Those funds have been and are being used in substantial amounts to propagate political and economic doctrines, concepts and ideologies and to promote legislative programs opposed by plaintiffs and the class they represent. Those funds have also been and are being used in substantial amounts to impose upon plaintiffs and the class they represent, as well as upon the general public, conformity to those doctrines, concepts, ideologies and programs; (7) The exactation of monies from plaintiffs and the class they represent for the purposes and activities described above is [fol. 435] not reasonably necessary to collective bargaining or to maintaining the existence and position of said union defendants as effective bargaining agents or to inform the employees whom said defendants represent of developments of mutual interest."

Under our previous ruling (*Looper v. Georgia So. & Fla. Ry. Co.*, 213 Ga. 279, *supra*), that the allegations of the petition were sufficient to state a cause of action for equitable relief, which ruling became the law of the case,

the evidence before the trial court not only authorized, but demanded, a finding that the plaintiffs had proven the case as laid in the amended petition. In the statement of the case we have set out the pertinent portions of the stipulation of facts. The record in this case contains 1,075 pages, which in the main consist of documentary exhibits. To brief the evidence or to state a capsule summary of the same would serve no useful purpose. We have reviewed this evidence. It fully supports the conclusions of the trial court.

7. The court found as a matter of law:

"(8). The exaction of said money from plaintiffs and the class they represent, in the fashion set forth above by the labor union defendants, is pursuant to the union shop agreements, and in accordance with the terms and conditions of those agreements.

"Said union shop agreements were negotiated and entered into and are maintained, administered and enforced by the labor union defendants and the railroad defendants pursuant to the provisions of the Railway Labor Act (45 U. S. C. sect. 151 et seq) and particularly section 2 (First), (Second), (Third), (Fourth), (Seventh) and (Eleventh), 5, 6 and 10 thereof.

"Said union shop agreements are permitted by Section 2 (eleventh) of the Railway Labor Act (45 U. S. C. 152) 'notwithstanding any other provision of this Act, or of any other statute or law of the United States, or territory thereof, or of any State.'

"Said exaction and use of money and said union shop agreements and their enforcement are contrary to the Constitution, the law and public policy of this State, and are contrary to the statutes or laws of other states in which the defendant railroads operate. Said [fol. 436] exaction and use of money, said union shop agreements and Section 2 (eleventh) of the Railway Labor Act and their enforcement violate the United States Constitution which in the First, Fifth, Ninth and Tenth Amendments thereto guarantees to indi-

viduals protection from such unwarranted invasion of their personal and property rights, (including freedom of association, freedom of thought, freedom of speech, freedom of press, freedom to work and their political freedom and rights), under the cloak of federal authority." Division 11 of the bill of exceptions assents to error on this conclusion.

In our opinion it cannot be disputed that the union's agreement between the railroad and union defendants was executed only by virtue of section 2 (Eleventh) of the Railway Labor Act (45 U. S. C. A. § 152). If that section of the Federal act permits or allows the defendants to make contracts in violation of the constitutional rights of the plaintiffs, they have the right to challenge the validity of the contract in so far as it may infringe upon their rights under the Federal Constitution. *Railroad Emp. Dept. v. Hanson*, 351 U. S. 225 (76 S. Ct. 714, 100 Ed. 1112); *American Communications Association v. Douds*, 339 U. S. 382 (70 S. Ct. 674, 94 L. Ed. 925); *St. Louis & San Francisco Ry. Co. v. L. & N. Ry. Co.*, 323 U. S. 192 (65 S. Ct. 226, 89 Ed. 173).

The fundamental constitutional question is: Does a contract between the employers of the plaintiffs and union defendants, which compels these plaintiffs, if they continue to work for the employers, to join the unions of their respective crafts, and pay dues, fees, and assessments to the unions, where a part of the same will be used to support political and economic programs and candidates for public office, which the plaintiffs not only do not approve but oppose, violate their rights of freedom of speech and deprive them of their property without process of law under the First and Fifth Amendments to the Federal Constitution?

The Bill of Rights does not confer rights. They are "shall nots" of what the government, its agents, or those acting under the aegis of its authority, cannot do respecting [fol. 437] the enumerated rights of the individual. The Declaration of Independence contained 27 specifications of the wrongs that the English King and Parliament had inflicted upon individuals living in the American colonies.

Colonies. Magna Carta was a declaration of protest against trespass by government on the rights of individuals, and an affirmation of the natural rights of man so forthrightly set forth more than five hundred years later in the Bill of Rights. Chapter 39 of Magna Carta declared: "No freeman shall be taken or imprisoned or disseized of his freehold or liberties or free customs or outlawed or exiled or in any way destroyed; nor shall one go upon him, nor send upon him but by the lawful judgment of his peers or by law of the land."

During Georgia's colonial period, its citizens were taxed to pay for the support of one religious denomination to the exclusion of others. To guarantee the people of the State that no one should ever be compelled to attend or support any church, contrary to his own faith and judgment, and to restrain the arm of government from ever attempting, directly or indirectly, to mould the religious beliefs of the people, the Constitution of Georgia of 1798 contained this provision: "No person within this State shall, upon any pretense, be deprived of the inestimable privilege of worshipping God in a manner agreeable to his own conscience, nor be compelled to attend any place of worship contrary to his own faith and judgment; nor shall he ever be obliged to pay tithes, taxes, or any other rate, for the building or repairing any place of worship, or for the maintenance of any minister or ministry, contrary to what he believes to be right, or hath voluntarily engaged to do. No one religious society shall ever be established in this State, in preference to another; nor shall any person be denied the enjoyment of any civil right merely on account of his religious principles." Art. 4, sec. 10.

The Bill of Rights preserves the untouchable rights of the individual where, in their exercise, no harm or injury results to others or to the public. Coercion or compulsion is the antithesis of freedom or liberty. In the area of choice, support or association of or with the political or [fol. 438] economic views of others, the individual has the natural right not only to disagree but to rebel against either regimentation or restraint in the exercise of his own judgment. Mr. Justice Douglas in his dissenting

opinion in Public Utilities Commission of the District of Columbia v. Pollak, 343 U. S. 451 (72 S. Ct. 813, 9 L. Ed. 2d 831, 1068), in discussing the meaning of liberty as used in the Fifth Amendment, said: "The right to be let alone is indeed the beginning of all freedom. . . . Compulsion which comes from circumstances can be as real as compulsion which comes from a command."

Certain observations of the late Mr. Justice Jackson, writing the majority opinion for the court in West Virginia Board of Education v. Barnette, 319 U. S. 624 (72 S. Ct. 1178, 87 L. Ed. 1628), a case involving the constitutionality of rules adopted by a local board of education under authority of a state statute, requiring students in public schools to salute the flag and pledge allegiance to the United States, upon penalty of expulsion for failure to comply, are worthy of repetition here. In holding such compulsory action violated the First and Fourteenth Amendments, Mr. Justice Jackson said: "The very purpose of a Bill of Rights was to withdraw certain subjects from the vicissitudes of political controversy, to secure them beyond the reach of majorities and officials who might wish to establish them as legal principles to be applied in the ordinary course of law. One's right to life, liberty, and property, to free speech, a free press, freedom of worship and assembly, and other fundamental rights may not be submitted to vote; they depend on the outcome of no election [at page 638]. . . . Those who begin coercive elimination of dissent soon find themselves exterminating dissenters. Compulsory unification of opinion achieves only the unanimity of the graveyard [at page 641]. . . . We have government by consent of the governed, and the Bill of Rights denies those in power any legal opportunity to coerce that consent [at page 641]. . . . If there is a star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be the orthodoxy in politics, nationalism, religion, or other matters [fol. 439] of opinion or force citizens to confess by act their faith therein. If there are any circumstances which permit an exception, they do not now occur [at page 642]."

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Jackson, in  
West Vir-  
S. 624 (3)  
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One who is compelled to contribute the fruits of his labor to support or promote political or economic programs or support candidates for public office is just as much deprived of his freedom of speech as if he were compelled to give his vocal support to doctrines he opposes. Abraham Lincoln asserted a similar view when he said: "I believe each individual is naturally entitled to the fruits of his labor, so far as it in no wise interferes with any other man's right." There is a common saying, that "Money talks—sometimes louder than the spoken word." In the case at bar, the personal convictions of the plaintiffs on political and economic issues are being combatted by the use of their financial contributions to foster programs and ideologies which they oppose.

This is not a case where the plaintiffs are seeking employment with the railroads which have union shop agreements providing that, to be employed, they would be required to join a union, but one where they were in the employ of the railroads at the time the union shop agreements were entered into between the defendants. They are now confronted with the choice of either joining the union or surrendering their jobs and benefits that come from tenure of service, and seeking work elsewhere. If the requirement by the employer of his employee, as a condition of his employment, that he agree not to join a union, subjecting himself to be discharged if he did (now forbidden by the Railway Labor Act, 45 U.S.C.A. § 152, and the National Labor Relations Act, 29 U.S.C.A. § 157), is obnoxious to the employee's economic freedom to contract, then the requirement by the employer, based upon an act of the Federal Congress, that one in his employ as a condition of continued employment, would be compelled to join a union and pay dues, fees, and assessments which will be used in part for the support of ideologies he opposes, is likewise violative of his freedom to contract under the Fifth Amendment.

[fol. 440] While these observations on the Bill of Rights may appear as being old-fashioned and representative of the views of statesmen and judges long since dead, and not in harmony with some schools of thought that maintain that the Constitution must be construed or applied to

meet new conditions in the light of present-day conditions, and that the Constitution must be expanded or contracted—as if it were an elastic girdle—to accommodate the public diet, we will continue to adhere to the view that the Constitution can be changed only by the method provided therein.

In the light of our prior decision in this case and what has been said above, and the evidence in this case, the final decree was not erroneous for any reason assigned. Judgment affirmed. All the Justices concur.

[fol. 441]

IN THE SUPREME COURT OF GEORGIA

JUDGMENT—May 8, 1959

The Honorable Supreme Court met pursuant to a writ of certiorari. The following judgment was rendered:

INTERNATIONAL ASSOCIATION OF MACHINISTS, et al.  
v.  
STREET et al.

This case came before this court upon a writ of certiorari from the Superior Court of Bibb County; and after argument had, it is considered and adjudged that the judgment of the court below be affirmed. All the Justices concur.

[fol. 442]

IN THE SUPREME COURT OF GEORGIA  
No. 20428

INTERNATIONAL ASSOCIATION OF MACHINISTS, et al.,  
Plaintiffs-in-Error

v.

S. B. STREET, et al., Defendants-in-Error.

NOTICE OF APPEAL TO THE SUPREME COURT OF THE  
UNITED STATES—Filed June 5, 1959

I.

Notice is hereby given by the following defendants in the Superior Court of Bibb County, Georgia, and plaintiffs-in-error in the Supreme Court of Georgia:

International Association of Machinists; International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; Sheet Metal Workers International Association; International Brotherhood of Electrical Workers; Brotherhood of Railway Carmen of America; International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers; Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; Brotherhood of Maintenance of Way Employees; Order of Railroad Telegraphers; Brotherhood of Railroad Signalmen of America; National Organization Masters, Mates and Pilots; National Marine Engineers Beneficial Association; American Train Dispatchers Association; Railroad Yardmasters of America; L. C. Ritter; R. H. Hubbard; Norman Dugger; J. R. Westbrook; John Pelkafer; T. B. Steadman; C. J. Brice; C. D. Bruns; W. G. Roberts; H. H. Dent; J. J. Duffy; B. R. Acuff; T. J. Roberts; Irvin Barney; W. W. Dyke;

[fol. 443]

W. B. Chapman; Anthony Matz; J. Craig; George M. Harrison; G. A. J. P. Alexander; G. W. Ball; R. Gardner; H. R. Duensing; E. V. E. C. Melton; F. O. Dasher; B. T. Bishop; W. L. Ball; Wm. O. Holm; R. M. Crawford; T. W. Grimmett; N. Ivey; T. J. Dame; and Charles J.

that they hereby appeal to the Supreme Court of the United States from the final judgment of the Superior Court of Georgia entered in this action affirming a judgment of the Superior Court of Georgia, permanently enjoining the permanent shop agreements between

Georgia Southern and Florida Railroad Company; Southern Railway Company; Cincinnati and Texas Pacific Railway; Alabama Railroad Company; New Orleans Railroad Company; Carolina and Northern Railway Company; New Orleans Terminal Company; Johns River Terminal Company; Harahan Eastern Railroad Company;

and

International Association of Machinists; Brotherhood of Boilermakers, Iron and Steel Workers; Helpers of America; International Association of Blacksmiths, Drop Forgers and Helpers; Workers International Association; Brotherhood of Electrical Workers; International Railway Carmen of America; International Brotherhood of Firemen, Oilers, Helpers; International Railway Shop Laborers; Brotherhood of Steamship Clerks, Freight Handlers; Station Employees; Brotherhood of Teamsters [fol. 444] Way Employees; Order of Ringers; Brotherhood of Railroad Clerks; Brotherhood of Railroad America; National Organization of Marine Pilots; National Marine Engineers and Firemen; American Train Dispatchers; Brotherhood of Railroad Yardmasters of America;

J. H. Desotell; Lewis  
A. Link; J. D. Ayers;  
R. K. Lanfair; F. G.  
V. Peed; Jesse Clark;  
S. T. Hurst; John M.  
Holmes; O. H. Braese;  
t; M. G. Schoch; H. E.  
J. MacGowan;

Supreme Court of the  
Court of the Supreme  
ction on May 8, 1959,  
Court of Bibb County,  
performance of union-

a Railway Company;  
ncinnati, New Orleans  
Alabama Great Southern  
ans and Northeastern  
and Northwestern Rail-  
terminal Company; St.  
; Harriman and North-

uchinists; International  
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ational Brotherhood of  
Helpers; Sheet Metal  
ciation; International  
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International Brother-  
pers, Roundhouse and  
erhood of Railway and  
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ailroad Signalmen of  
on Masters, Mates and  
ers Beneficial Associa-  
ers Association; Rail-

declaring section 2, Eleventh of the Railway  
to be unconstitutional to the extent that it po  
collection of funds under a union shop agree  
expenditure of a portion of such funds in legislat  
cal, and other activities other than the negoti  
administration of collective bargaining agreements  
ing the said union shop agreements null and void;  
the enforcement of said union shop agreements  
and awarding plaintiffs damages in the amount of  
and fees they had paid while the enforcement of  
shop agreements was not enjoined.

This appeal is taken pursuant to 28 U.S.C. §  
and 1257 (2).

## II.

The Clerk of the Supreme Court of Georgia  
prepare a transcript of the record in this case  
mission to the Clerk of the Supreme Court of the  
States, and include in said transcript the Table  
tents of the record certified to the Supreme  
Georgia, volume I of said record (containing  
ings and orders of the Superior Court), Plain  
hibit 1, the Bill of Exceptions filed by appeal  
judgment and opinion of the Supreme Court or  
and a copy of this Notice of Appeal and proof

## III.

The following questions are presented by this

1. Whether the Supreme Court of Georgia  
holding the union-shop amendment to the Railway  
Act (as amended, sec. 2, Eleventh, Act of Jan.  
64 Stat. 1238, U.S.C. tit. 45, § 152, Eleventh)  
national and invalid.
2. Whether the Supreme Court of Georgia  
holding that union-shop agreements entered into  
to the Railway Labor Act are unconstitutional and  
invalid.
3. Whether the Supreme Court of Georgia  
[fol. 445] holding Georgia law and the laws of  
valid and applicable to union-shop agreements

carrier subject to the Railway Labor Act, acknowledged repugnance of such law section 2, Eleventh of the Railway Labor Act, repugnance to the Constitution of the U.S., reason of Congressional preemption of the

4. Whether the Supreme Court of G. affording a judgment permanently enjoining the enforcement of union-shop agreements subject to arbitration with the Railway Labor Act.

5. Whether the Supreme Court of G. holding that the use, by unions having a union shop agreement, of a part of its dues receipts for purposes other than the negotiation and administration of collective bargaining agreements concerning pay, hours and conditions, violates constitutional rights under the First and Fifth Amendments of employees subject to a union shop agreement.

6. Whether the Supreme Court of G. holding that the decision of the Supreme Court of the United States in *Railway Employees' Department v. Seaboard Air Line Railroad Co.*, 270 U.S. 225, is inapplicable where it is found that the plaintiff, having a union-shop agreement spends part of his dues for political and legislative purposes.

7. Whether the Supreme Court of G. sustaining the same findings of fact with respect to the union defendants.

8. Whether the Supreme Court of G. sustaining findings of fact not supported by the trial court.

9. Whether the Supreme Court of G. holding that the plaintiffs in the trial court may sue unions not representatives of the class, are employed with respect to collective bargaining agreements not affecting them.

10. Whether the Supreme Court of G. holding that a class action may properly be maintained on behalf of persons whose membership in the

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so applied to see  
Act and its claimed  
United States by  
the field.

Georgia erred in  
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Georgia erred in  
a union-shop agree-  
for purposes other  
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hours, and working  
ts under the First  
object to such union-

Georgia erred in  
reme Court of the  
Dept. v. Hanson, 351  
found that a union  
s part of its funds

f Georgia erred in  
with respect to all

f Georgia erred in  
ted by any evidence

f Georgia erred in  
court had standing  
e class in which they  
ve bargaining agree-

f Georgia erred in  
properly be brought on  
in the class is deter-

mined by ascertaining a combination of mental at  
of each person.

11. Whether the Supreme Court of Georgia er  
[fol. 44G] holding appellants were not denied due  
of law in defending this action by procedural rule  
the trial court.

International Association of Machinists; Internat  
Brotherhood of Boilermakers, Iron Ship Builders;  
Helpers of America; International Brotherhood  
Blacksmiths, Drop Forgers and Helpers; Sheet  
Workers International Association; Internat  
Brotherhood of Electrical Workers; Brotherh  
Railway Carmen of America; International Bro  
hood of Firemen, Oilers, Helpers, Roundhou  
Railway Shop Laborers; Brotherhood of Railw  
Steamship Clerks, Freight Handlers, Express a  
tion Employees; Brotherhood of Maintenance of  
Employees; Order of Railroad Telegraphers; Br  
hood of Railroad Signalmen of America; Nation  
ganization Masters, Mates and Pilots; Nation  
rine Engineers Beneficial Association; American  
Dispatchers Association; Railroad Yardmas  
America; L. C. Ritter; R. H. Hubbard; Norma  
ger; J. R. Westbrook; John Pelkafer; T. B. Ste  
C. J. Brice; D. C. Bruns; W. G. Roberts; H. H.  
J. J. Duffy; B. R. Acuff; T. J. Roberts; Irvin H.  
W. W. Dyke; W. B. Chapman; Anthony Matz  
Desotell; Lewis Craig; George M. Harrison;  
Link; J. D. Avers; J. P. Alexander; G. W. Ball  
Lanfair; F. G. Gardner; H. R. Duensing; E. V.  
Jesse Clark; E. C. Melton; F. O. Dasher; B. T.  
John M. Bishop; W. L. Ball; William O. H.  
O. H. Braese; R. M. Crawford; T. W. Grimmett  
Schoch; H. E. Ivey; T. J. Dame; and Charles  
Gowan, Appellants.

Milton Kramer, Schoene and Kramer, 1625 K  
N. W., Washington 6, D. C.

Cleburne E. Gregory, Jr., Arnall, Golden & G  
807 Fulton Federal Building, Atlanta, G  
Their Attorneys.

[fol. 447] CERTIFICATE OF SERVICE (omitted)

[fol. 448] [File endorsement omitted]

[fol. 458] Clerk's Certificate to follow  
(omitted in printing).

[fol. 459]

SUPREME COURT OF THE UNITED STATES

No. 258—October Term,

INTERNATIONAL ASSOCIATION OF MARINE  
Appellants,

vs.

S. B. STREET, et al.

ORDER NOTING PROBABLE JURISDICTION

Appeal from the Supreme Court of the

The statement of jurisdiction in this  
submitted and considered by the Court  
tion is noted.

Oc

omitted in printing)

mitted]

foregoing transcript

UNITED STATES

rm, 1959

MACHINISTS, et al.,

al.

on—October 12, 1959

of the State of Georgia

this case having been  
court, probable jurisdiction

October 12, 1959

[fol. 994]

PLAINTIFFS' EXHIBIT No. 487

IN THE SUPERIOR COURT OF BIBB COUNTY,

Case No. 16,537

NANCY M. LOOPER, et al.,

v.

GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY

PLAINTIFFS' FIRST REQUEST FOR ADMISSION

To: Mr. Milton Kramer  
Schoene & Kramer  
1625 K Street, N. W.  
Washington 6, D. C.

Mr. David L. Mincey  
321 Cotton Avenue  
Macon, Georgia

Attorneys for the Labor Union Defendants

Please take notice that the plaintiffs hereby pursuant to the provisions of Section 81-1011 of Georgia Annotated, to admit, within ten (10) days after service upon you of this request, for the purpose [fol. 995] above-entitled action only, and subject to no stipulation or admissions, any and all pertinent objections to admissibility which may be made at the trial, that each and all, of the matter set forth in this request are true and correct:

(a) The Committee on Political Education (COPE) expended the amounts of money herein on the dates shown, and to the party listed amounts specified, in each of the following instances:

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
1/7/57	W. Morse Deficit Committee	Contribution	\$5,000
1/11/57	Wm. F. Schnitzler, AFL-CIO	Life Insurance & Hospital Coverages	2,682
2/14/57	Montoya Congressional Committee	Contribution	500
3/6/57	Texas AFL-CIO Joint Committee	Contribution—R. Yarborough	5,000
3/6/57	Texas AFL-CIO Joint Committee	Contribution—R. Yarborough	5,000
3/21/57	Texas State Industrial Council	Contribution—Yarborough	650
3/22/57	Joe M. Montoya	Contribution	500
3/22/57	New Mexico State AFL-CIO	Contribution—J. M. Montoya	500
4/8/57	Independent Committee for Morse	Contribution	300
8/1/57	AFL-CIO	Reimbursement of salaries & pension	6,000
8/21/57	Proxmire for Senate Committee	Contribution	4,000
[fol. 996]			
3/14/56	Wilbur Nolen	Primary Campaign 2nd Congressional District	\$ 50
4/4/56	North Carolina Labor's League for Political Education	6th Cong. Dist. Campaign for Ralph Scott	1,000
4/4/56	North Carolina Labor's League for Political Education	Campaign of Hugh Wells, 11th Cong. Dist.	1,000
4/4/56	North Carolina Labor's League for Political Education	Campaign of Charles Deane, 8th Cong. Dist.	1,000

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
4/56	Alabama Labor's League for Political Education	Campaign of James T. Hamrick 1st Cong. Dist.	500.00
11/56	Alabama Labor's League for Political Education	Campaign of Wilbur Nolen, 2nd Cong. Dist.	500.00
12/54	Dallas County Committee on Political Education	Campaign of Henry Wade, 5th Cong. Dist.	500.00
13/56	The Citizens Registration Committee	Promotion drives to register people for voting	1,600.00
26/56	Lankford for Congress Committee	Campaign	\$500.00
4/56	Staggers for Congress Committee	Campaign	500.00
8/56	Aliman for Congress Committee	Campaign	1,000.00
4/56	District of Columbia Committee for Representative Government	Contribution	4,500.00
4/56	North Carolina Labor's League for Political Education	Congressional Campaigns	2,500.00
4/56	North Carolina CIO Political Action Committee	Congressional Campaign	2,500.00
9/56	Volunteer Committee for Perkins	Campaign	500.00
3/56	District of Columbia Committee for Representative Government	Contribution	500.00

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
5/24/56	Ralph Scott for Congress Committee	Campaign Contribution
6/1/56	Citizen for Donoghue	Campaign Contribution
6/14/56	Re-elect Senator Wayne Morse Committee	Contribution
6/15/56	James V. Day	1st Cong. Dist. Contribution
6/20/56	Illinois State CIO-PAC	Contribution Imple 23rd Cong. Dist.
[fol. 998]		
6/29/56	Sabine Area Committee on Political Education	Contribution Brooks 2nd Cong. Dist.
7/2/56	Texas AFL-CIO Joint Committee	Contribution Congressional Campaign
7/10/56	Montana AFL-CIO and Committee on Political Education	Contribution Anderson 2nd Cong. Dist.
7/10/56	Rosen for Congress Club	Contribution 14th Cong. Dist.
7/17/56	Sabine Area Committee on Political Education	Contribution Brooks 2nd Cong. Dist.
7/17/56	Arkansas State Committee on Political Education	Contribution Jones 6th Cong. Dist.
7/17/56	Railway Labor's Political League	Contribution
7/20/56	Ross Bass Committee	Contribution 6th Cong. Dist.
8/3/56	Connecticut State PAC	Contribution Ward 1st Cong. Dist.

<i>Amount</i>	<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
1,000]	3/56	James Oliver Campaign Committee	Contribution 1st Cong. Dist.	1,000.00
250	3/56	Committee for F. Coffin for Congress	Contributions 2nd Cong. Dist.	1,000.00
999]	8/56	Textile Workers Union of America Political Education Fund	Contribution	\$2,000.00
1,000]	10/56	Richards for Senate Committee	Contribution	5,000.00
1,000]	10/56	Dodd for Senate Committee	Contribution	5,000.00
1,000]	10/56	Stengel for Senate Committee	Contribution	5,000.00
1,000]	10/56	Wickard for Senate Campaign Committee	Contribution	5,000.00
10,000]	10/56	R. M. Evans for Senate Committee	Contribution	5,000.00
1,000]	10/56	Clements Campaign Committee	Contribution	5,000.00
1,000]	10/56	Connecticut State PAC	Contribution Ward 1st Cong. Dist.	1,000.00
1,000]	10/56	Magnuson Campaign Fund	Contribution	5,000.00
3,000]	10/56	K. Holum for Senate Committee	Contribution	3,000.00
3,000]	10/56	Clark for Senate Committee	Contribution	5,000.00
3,000]	10/56	Q. Burdick Campaign Fund	Contribution	1,000.00
2,000]	10/56	Central Maryland IUC-PAC	Contribution	500.00
1,000]	5/56	Maryland State IUC-PAC	Contribution	1,000.00
1,000]	10/56	Staggers for Congress Committee	Contribution 2nd Cong. Dist.	750.00

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
8/20/56	Burnside for Congress Committee	Contribution
8/20/56	Reuss for Congress Committee	Contribution
8/20/56	Johnson for Congress Club	Contribution
8/27/56	G. Pfost Campaign Committee	Contribution
8/27/56	J. C. Murray Campaign Account	Contribution
8/27/56	Hinko for Congress Committee	Contribution
8/27/56	Pucinski for Congress Campaign	Contribution
8/27/56	C. Boyle for Congress Committee	Contribution
8/27/56	Citizens for Peter Mack, Jr.	Contribution
8/27/56	K. Gray for Congress Committee	Contribution
8/27/56	H. Fox Campaign Fund	Contribution
8/27/56	Lankford for Congress Committee	Contribution
[fol. 1001]		5th Cong. D.
8/27/56	Foley for Congress Committee	Contribution
8/27/56	Brademas for Congress Committee	Contribution
8/27/56	Committee to Elect Whitehead	Contribution

		Name of Payee	Purpose	Amount
se	Am	7/56 King for Congress Club	Contribution 6th Cong. Dist.	500.00
tion	tion	7/56 Hill Congressional Campaign Committee	Contribution 7th Cong. Dist.	500.00
tion	g. Dist.	7/56 W. K. Denton	Contribution 8th Cong. Dist.	500.00
tion	Dist.	7/56 Ulrich for Congress Committee	Contribution 9th Cong. Dist.	500.00
ation	g. Dist.	7/56 Committee to Elect Carnony for Congress	Contribution 10th Cong. Dist.	500.00
ition	g. Dist.	7/56 Caroey Congressional Campaign Fund	Contribution 11th Cong. Dist.	500.00
ition	g. Dist.	7/56 L. Anderson Campaign Committee	Contribution 2nd Cong. Dist.	500.00
ition	g. Dist.	7/56 Committee to Re-Elect E. Green	Contribution 3rd Cong. Dist.	1,000.00
ation	g. Dist.	7/56 Lee Congressional Campaign Fund	Contribution 1st Cong. Dist.	500.00
ation	g. Dist.	7/56 Allman for Congress Committee	Contribution 2nd Cong. Dist.	500.00
002]				
		7/56 Committee for Porter for Congress	Contribution 4th Cong. Dist.	\$ 500.00
		7/56 Fogarty Congressional Committee	Contribution 2nd Cong. Dist.	500.00
		7/56 G. McGovern for Congress	Contribution 1st Cong. Dist.	1,000.00
		7/56 Whitehead for Congress	Contribution 6th Cong. Dist.	1,000.00
		7/56 Jennings Congressional Campaign Fund	Contribution 9th Cong. Dist.	1,000.00

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
8/27/56	Quenstedt Congressional Campaign Fund	Contribution 10th Cong. D
8/27/56	J. A. O'Callaghan	Contribution Coag. at lar
8/27/56	Bennet 2nd District Committee	Contribution 2nd Cong. D
8/27/56	Martin for Congress Campaign Committee	Contribution 5th Cong. D
8/27/56	Kuta for Congress Campaign Fund	Contribution Cong. at lar
8/27/56	Ward for Congress Campaign Committee	Contribution 1st Cong. D
8/27/56	D. J. Flood Campaign Committee	Contribution 11th Cong. D
[fol. 1003]		
8/27/56	Hon. J. M. Quigley	Contribution 19th Cong. D
8/27/56	Hon. F. M. Clark	Contribution 25th Cong. I
8/27/56	Fullam Congressional Campaign Committee	Contribution 8th Cong. D
8/31/56	F. Church for Senate Committee	Contribution
8/31/56	W. Morse Political Committee	Contribution
8/31/56	Ardery for Congress Campaign Committee	Contribution 3rd Cong. D
9/5/56	Moreland for Congress Committee	Contribution 1st Cong. D
9/5/56	Quinney for Congress Committee	Contribution 6th Cong. D

		<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
se		Cross Campaign Committee	Contribution	
tion	1004/56	Cross Campaign Committee	7th Cong. Dist.	500.00
g. Dist.				
tion	1004/56	McFall 11th District Committee	Contribution	
large	1004/56	McFall 11th District Committee	11th. Cong. Dist.	1,000.00
tion				
g. Dist.	1004/56	B. F. Sisk for Congress Committee	Contribution	
tion			12th Cong. Dist.	500.00
c. Dist.				
tion	1004/56	W. K. Stewart Campaign Committee	Contribution	
large	1004/56	W. K. Stewart Campaign Committee	13th Cong. Dist.	1,000.00
tion				
Dist.	1004/56	McDowell for Congress Committee	Contribution	
tion			Cong. at large	1,000.00
g. Dist.				
tion	1004/56	Giaimo for Congress Campaign Committee	Contribution	
g. Dist.	1004/56	Giaimo for Congress Campaign Committee	3rd Cong. Dist.	\$1,000.00
tion				
g. Dist.	1004/56	R. Weir Campaign Fund	Contribution	
tion			3rd Cong. Dist.	1,000.00
g. Dist.	1004/56	Robbie for Congress Committee	Contribution	
tion			5th Cong. Dist.	1,000.00
g. Dist.	1004/56	Re-elect Coya to Congress Committee	Contribution	
tion			9th Cong. Dist.	1,000.00
g. Dist.	1004/56	Magnuson Campaign Fund	Contribution	
tion			1,000.00	
tion	1004/56	McCoy for Congress Committee	Contribution	
tion			3rd. Cong. Dist.	1,000.00
tion	1004/56	Aspinall for Congress Committee	Contribution	
tion			4th Cong. Dist.	1,000.00
g. Dist.	1004/56	Hon. B. O'Hara	Contribution	
tion			2nd Cong. Dist.	500.00
g. Dist.	1004/56	H. A. Williams Campaign Committee	Contribution	
tion			1,000.00	
g. Dist.	1004/56	Haroldson for Congress Committee	Contribution	
tion			7th Cong. Dist.	500.00
g. Dist.	1004/56	Mahoney for Congress Committee	Contribution	
tion			1st Cong. Dist.	1,000.00

<i>Date</i>	<i>Name of Payee</i>	<i>Put</i>
9/19/56	Johnson for Congress Committee	Contr 2nd C
9/19/56	W. K. Denton	Contr 8th C
<b>[fol. 1005]</b>		
9/19/56	Patterson for Congress Committee	Contr 3rd C
9/19/56	Polk Congressional Campaign Fund	Contr 6th C
9/19/56	Ashley Campaign Fund	Contr 9th C
9/19/56	Rosen for Congress Club	Contr 14th C
9/19/56	J. McSweeney for Congress Committee	Contr 16th C
9/19/56	Michigan PAC	Contr Cong.
9/19/56	Michigan Labor's League for Political Education	Contr Cong.
9/19/56	Fogarty Congressional Campaign Committee	Contr 2nd C
9/19/56	Miller for Congress Committee	Contr 1st C
9/19/56	W. Boring for Congress Committee	Contr Cong.
9/19/56	Wolf for Congress Club	Contr 2nd C
9/19/56	Denman for Congress Committee	Contr 5th C
9/19/56	Coad Congressional Campaign Fund	Contr 6th C

<i>Purpose</i>	<i>Amount</i>	<i>1006]</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>A</i>
tribution					
l Cong. Dist.					
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Cong. at large					
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Cong. Dist.					
tribution					
Cong. Dist.					
tribution					
Cong. Dist.					
tribution					
Cong. at large					

<i>Date</i>	<i>Name of Payee</i>	<i>P</i>
10/2/56	Eastman Congressional Campaign Committee	Cont 2nd
10/2/56	Porter for Congress Committee	Cont 4th
10/2/56	Moreland for Congress Committee	Cont 1st
10/2/56	Q. Burdick Campaign Fund	Sena Cont
10/2/56	Geeland for Congress Committee	Cont Cong
10/2/56	Hocking Congressional Campaign Fund	Cont Cong
10/2/56	W. Boring for Congress Committee	Cont Cong
10/2/56	J. Benesch for Congress Fund	Cont 2nd
10/2/56	L. Anderson Campaign Committee	Cont 2nd
10/2/56	Robbie for Congress Committee	Cont 5th
10/2/56	Haroldson for Congress Committee	Cont 7th
10/2/56	Re-elect Coya to Congress Committee	Cont 9th
[fol. 1008]		
10/2/56	Macdonal for Congress Committee	Cont 8th
10/2/56	J. Holtz for Congress Committee	Cont 10th
10/2/56	Mahoney for Senate Campaign Committee	Cont

<i>Purpose</i>	<i>Amount</i>	<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
Contribution and Cong. Dist.	\$1000]	2/56	Montgomery Congressional Fund.	Contribution 4th Cong. Dist.	\$1000]
Contribution 8th Cong. Dist.	\$1000]	2/56	Breeding for Congress Committee	Contribution 5th Cong. Dist.	\$1000]
Contribution 1st Cong. Dist.	\$1000]	2/56	Mahoney 6th Dist. Fund	Contribution 6th Cong. Dist.	\$1000]
Senatorial Contribution	\$1000]	2/56	Wickard for Senate Committee	Contribution	\$1000]
Contribution Cong. at large	\$1000]	2/56	Brademas for Congress Committee	Contribution 3rd Cong. Dist.	\$1000]
Contribution Cong. at large	\$1000]	2/56	Carney Congressional Campaign Fund	Contribution 11th Cong. Dist.	\$1000]
Contribution Cong. at large	\$1000]	2/56	Clark for Senate Fund	Contribution	\$1000]
Contribution 2nd Cong. Dist.	\$1000]	2/56	Fullam Congressional Campaign Fund	Contribution 8th Cong. Dist.	\$1000]
Contribution 2nd Cong. Dist.	\$1000]	2/56	D. J. Flood Campaign Committee	Contribution 11th Cong. Dist.	\$1000]
Contribution 5th Cong. Dist.	\$1000]	2/56	Herschberger for Congress Committee	Contribution 18th Cong. Dist.	\$1000]
Contribution 7th Cong. Dist.	\$1000]	2/56	Hon. J. M. Quigley	Contribution 19th Cong. Dist.	\$1000]
Contribution 9th Cong. Dist.	\$1000]	2/56	Thomas for Congress Committee	Contribution 24th Cong. Dist.	\$1000]
Contribution 8th Cong. Dist.	\$1000]	2/56	Hon. F. M. Clark	Contribution 25th Cong. Dist.	\$1000]
Contribution 10th Cong. Dist.	\$1000]	2/56	Holland for Congress Committee	Contribution 30th Cong. Dist.	\$1000]
Contribution 10th Cong. Dist.	\$1000]	2/56	Campaign Fund of P. W. Rodino, Jr.	Contribution 10th Cong. Dist.	\$1000]
Contribution	\$1000]	2/56	F. Church for U. S. Senate	Contribution	\$1000]

<i>Date</i>	<i>Name of Payee</i>
10/2/56	O'Callaghan for Congress Fund
10/2/56	Staggers for Congress Committee
10/2/56	Burnside for Congress Committee
10/2/56	Magnuson Campaign Fund
10/2/56	McCoy for Congress Committee
10/2/56	Whitehead for Congress Committee
10/2/56	Lankford for Congress Committee
10/2/56	Foley for Congress Committee
10/2/56	Wetherby for Senate Fund
10/2/56	J. C. Marray Campaign Account
[fol. 1010]	
10/2/56	Hinko for Congress Committee
10/2/56	Yates Congressional Campaign Fund
10/2/56	Pusinski for Congress Campaign Fund
10/2/56	C. Boyle for Congress Campaign Fund
10/2/56	Allen for Congress Committee
10/2/56	Citizens Committee for P. Mack, Jr.

<i>Purpose</i>	<i>Amount</i>	<i>Name of Payee</i>	<i>Purpose</i>
Contribution Cong. at large	1/2/56	K. Gray for Congress Committee	Contribution 25th Cong. Dist.
Contribution 2nd Cong. Dist.	2/56	G. Pfost Campaign Committee	Contribution 1st Cong. Dist.
Contribution 4th Cong. Dist.	1/2/56	Reynolds Campaign Fund	Contribution 2nd Cong. Dist.
Contribution	1/2/56	Dodd for Senate Committee	Contribution
Contribution 3rd Cong. Dist.	1/2/56	Ward for Congress Committee	Contribution 1st Cong. Dist.
Contribution 6th Cong. Dist.	2/56	Bennett 2nd Dist. Committee	Contribution 2nd Cong. Dist.
Contribution 5th Cong. Dist.	2/56	Giaimo for Congress Campaign Fund	Contribution 3rd Cong. Dist.
Contribution 6th Cong. Dist.	2/56	Martin for Congress Campaign Fund	Contribution 5th Cong. Dist.
Senate Contribution	2/56	Cross Campaign Committee	Contribution 7th Cong. Dist.
Contribution 3rd Cong. Dist.	1011]		Contribution 11th Cong. Dis
Contribution 4th Cong. Dist.	2/56	McFall 11th District Committee	Campaign Expenses
Contribution 9th Cong. Dist.	3/56	P. Weightman	Contribution
Contribution 11th Cong. Dist.	4/56	North Carolina State CIO-PAC	Contribution 18th Cong. Dis
Contribution 12th Cong. Dist.	5/56	Hays Congressional Campaign Fund	Contribution 4th Cong. Dist.
Contribution 18th Cong. Dist.	5/56	Carter Congressional Campaign Committee	Contribution 1st Cong. Dist.
Contribution 21st Cong. Dist.	5/56	Mahoney for Congress Committee	Contribution 5th Cong. Dist.
		Reuss for Congress Committee	

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
10/5/56	Johnson for Congress Club	Contribution 9th Cong. Dist.
10/5/56	Idaho Labor's League for Political Education	Contribution
10/5/56	Idaho PAC	Contribution
10/5/56	Macdonald for Congress	Contribution 8th Cong. Dist.
10/5/56	J. Holtz for Congress Committee	Contribution 10th Cong. Dist.
10/8/56	O'Hara for Congress Campaign Fund	Contribution 2nd Cong. Dist.
10/9/56	E. R. Williamson	Office Expense
10/10/56 [fol. 1012]	Los Angeles Joint Board ACWA	Contribution
10/10/56	Maier for U. S. Senate	Contribution
10/10/56	Weatherby Senate Campaign Fund	Contribution
10/10/56	Clements for Senate Committee	Contribution
10/10/56	Richards for U. S. Senator Fund	Contribution
10/10/56	Flynn for Congress Committee	Contribution 1st Cong. Dist.
10/10/56	Kastenmeier Campaign Fund	Contribution 2nd Cong. Dist.
10/10/56	Wilson for Congress Committee	Contribution 1st Cong. Dist.
10/10/56	Patterson Congressional Campaign	Contribution 2nd Cong. Dist.

<i>Amount</i>	<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
	10/56	Christopher for Congress Committee	Contribution 4th Cong. Dist.	1,000.00
	10/56	Hull Congressional Campaign Fund	Contribution 6th Cong. Dist.	1,000.00
	10/56	Moulder for Congress Club	Contribution 11th Cong. Dist.	1,000.00
	10/56	Rogers for Congressional Fund	Contribution 1st Cong. Dist.	1,000.00
	10/56	Utah State AFL-CIO COPE	Contribution	2,500.00
	12/56	New Jersey State CIO-PAC	Contribution	500.00
	12/56	Dallas AFL-CIO Council	Contribution	500.00
	12/56	Michigan State PAC	Contribution	1,000.00
	12/56	Wickard for Senate Committee	Contribution	2,500.00
1013]				
	2/56	Cincinnati Council PAC	Contribution	\$500.00
	2/56	United Labor Committee for Williams	Contribution 6th Cong. Dist.	1,000.00
	2/56	Thompson for Congress Committee	Contribution 4th Cong. Dist.	500.00
	2/56	Carvey Congressional Campaign Fund	Contribution 11th Cong. Dist.	500.00
	2/56	Illinois State CIO-PAC	Contribution	500.00
	2/56	New York Laundry Workers Joint Board—ACWA	Contribution	1,000.00
	2/56	Cleveland IUC	Contribution	1,000.00
	2/56	Daniel Powell	Salary	173.00
	2/56	Thomas A. Probey	Salary	79.15
	2/56	Ernest R. Williamson	Salary	173.00
	6/56	New Jersey Labor's League for Political Education	Contribution	2,500.00

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
10/15/56	New Jersey State PAC	Contribution
10/15/56	Textile Workers Union of America Political Education Fund	Contribution
10/15/56	Textile Workers Union of America Political Education Fund	Contribution
10/15/56	Colorado State COPE	Contribution
10/17/56	Bible for Senate Campaign Fund	Contribution
10/19/56	Lowery for Congress Committee	Contribution 35th Cong. Dist.
[fol. 1014]		
10/19/56	Maryland-District of Columbia COPE	Contribution
10/19/56	Stevenson-Kefauver Campaign Dinner Committee	Contribution
10/19/56	Textile Workers Union of America Political Education Fund	Contribution
10/23/56	Rosen for Congress Club	Contribution 14th Cong. Dist.
10/23/56	Stengel for Senator Campaign Fund	Contribution
10/23/56	Forand for Congress Committee	Contribution 1st Cong. Dist.
10/23/56	Brock for Congress Committee	Contribution 3rd Cong. Dist.
10/23/56	Hubert Smith for Congress Club	Contribution 15th Cong. Dist.
10/23/56	Campaign Committee for Donald L. O'Toole	Contribution 12th Cong. Dist.

<i>Amount</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
2/56	Lindsey for Congress Committee	Contribution 12th Cong. Dist.	500.00
2/56	Rhodes for Congress Committee	Contribution 14th Cong. Dist.	500.00
2/56	Mahoney for Senate Campaign Fund	Contribution	2,500.00
2/56	National Non-Partisan Issues Committee	Contribution	1,500.00
2/56	King for Congress Club	Contribution 6th Cong. Dist.	500.00
1015]			
Dist.	John Carroll Senate Campaign Committee	Contribution	\$2,500.00
2/56	Dodd for Senate Campaign Fund	Contribution	1,000.00
2/56	District of Columbia IUC	Contribution	500.00
1/56	Quenstedt Congressional Campaign Fund	Contribution 10th Cong. Dist.	500.00
2/56	Dodd for Senate Campaign Fund	Contribution	500.00
Dist.	Wagner for Senate Campaign Fund	Contribution	5,000.00
2/56	Carvey Congressional Campaign Fund	Contribution 11th Cong. Dist.	500.00
2/56	Los Angeles Joint Board ACWA	Contribution	300.00
2/56	Cleveland Industrial Union Council	Contribution	1,000.00
2/56	Laundry Workers Joint Board—ACWA	Contribution	1,000.00
2/56	Illinois State PAC	Contribution	800.00

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
10/23/56	Dallas AFL-CIO Council	Contribution
10/23/56	New Jersey State PAC	Contribution
10/24/56	Evans for Senate Campaign Fund	Contribution
10/26/56	Robbie for Congress Committee	Contribution 5th Cong. D
10/26/56	Moreland for Congress Committee	Contribution 1st Cong. D
[fol. 1016]		
10/26/56	Mahoney for Senate Campaign Fund	Contribution
10/26/56	Dodd for Senate Campaign Fund	Contribution
10/26/56	Stock for Congress Committee	Contribution 4th Cong. D
10/26/56	Save Our Resources Committee	Contribution
10/29/56	California Labor's League for Political Education	Contribution
10/29/56	Delaney for Congress Committee	Contribution 5th Cong. D
10/29/56	McCutcheon Congressional Campaign Committee	Contribution 6th Cong. D
10/29/56	Garmatz for Congress Headquarters	Contribution 3rd Cong. D
10/29/56	William Collins	Contribution Wagner dinner tickets Contribution
10/29/56	Stevenson-Kefauver Southern California Campaign Committee	Contribution
10/29/56	Johnson for Congressional Fund	Contribution 2nd Cong. D

<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
Quentin Burdick Campaign Fund	Contribution	375.00
John Carroll Senate Campaign Committee	Contribution	1,000.00
Re-elect Morse Committee	Contribution	\$2,000.00
Richards for Senate Campaign Fund	Contribution	1,000.00
Volunteers for Stevenson-Kefauver	Contribution	5,000.00
Stevenson-Kefauver Campaign Committee	Contribution	5,000.00
Stevenson-Kefauver Club	Contribution	5,000.00
Volunteers for Stevenson-Kefauver	Contribution	5,000.00
Volunteers for Stevenson-Kefauver	Contribution	3,000.00
Volunteers for Stevenson-Kefauver	Contribution	5,000.00
Volunteers for Stevenson-Kefauver	Contribution	5,000.00
Volunteers for Stevenson-Kefauver	Contribution	5,000.00
New Jersey State PAC	Contribution	500.00
Maryland-District of Columbia Federation of Labor	Contribution	67.50
McDowell for Congress Committee	Contribution Cong. at large	750.00
Ullman for Congress Committee	Contribution 2nd Cong. Dist.	500.00

[fol. 1018]

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
10/30/56	LeRoy Anderson Campaign Committee	Contributions 2nd Cong. I
10/30/56	Los Angeles Joint Board ACWA	Contributions
10/31/56	Metropolitan Baltimore PAC	Contributions
10/31/56	Maryland IUC-PAC	Contributions
10/31/56	Oklahoma State Labor's League for Political Education	Contributions
10/31/56	AFL-CIO	Travel Expense
10/31/56	Johnson for Senate Committee	Senate Contributions
10/31/56	Weatherby Senate Campaign Fund	Senate Contributions
10/31/56	California State PAC	Contributions
10/31/56	California State Labor's League for Political Education	Contributions
11/2/56	George Mahoney Campaign Committee	Contributions
11/2/56	Salem for Congress Committee	8th Cong. I Iowa
11/2/56	Steel City Trade Union Council	Contributions
11/2/56	Weatherby Senate Campaign Fund	Contributions
[fol. 1019]		
11/2/56	West Virginia Volunteers for Stevenson	Contributions

	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
56	Tennessee Volunteers for Stevenson	Contribution	5,000.0
56	Virginia Volunteers for Stevenson	Contribution 10th Cong. Dist.	5,000.0
56	Indiana State IUC	Contribution	200.0
56	George Mahoney Campaign Committee	Contribution	2,500.0
56	Wickard Senate Campaign Fund	Contribution	3,000.0
56	William F. Schnitzler	Reimbursement for air travel— Andrew Biemiller	190.7
56	National Non-Partisan Issues Committee	Contribution	2,000.0
56	Allegheny County Democratic Committee c/o Elmer Holland 1301 Commonwealth Bldg. Pittsburgh 22, Pennsylvania	Campaign for Elmer Holland	500.0

The Machinists Non-Partisan Political League (MNPL) expended the amounts of money hereinafter listed on the dates shown to the party listed, and in the amounts specified, in each of the following instances:

	<i>Name of Payee</i>	<i>Amount</i>
56	Mahoney for Senate Committee	\$ 500.0
56	National Non-Partisan Issues Committee	1,000.0
56	Washington MNPL, Donald E. Schultz, Sec.	128.7
[20]		
56	Denman for Congress	\$ 250.0
56	Salem for Congress Committee	250.0
56	Kastenmeir for Congress Committee	250.0
56	Mahoney for U. S. Senate Committee	1,000.0

<i>Date</i>	<i>Name of Payee</i>
10/24/56	Wade for Congress Committee
10/25/56	COPE
10/25/56	Stevenson-Kefauver Campaign Comm
10/25/56	Volunteers for Stevenson-Kefauver
10/25/56	Democratic State Committee of Arkan
10/25/56	Democratic State Committee of Massa
10/25/56	Arizona Get-Out-To-Vote Committee
10/26/56	District-Virginia MNPL
10/31/56	Mahoney for Senate Committee
10/31/56	Stengel for Senate Committee
10/31/56	Wickard for Senate Committee
9/20/56	Roosevelt for Congress Committee, Ca
9/20/56	Kentucky MNPL
9/20/56	H. O. Staffers for Congress, West Vir
9/20/56	Cleveland Bailey for Congress, West
9/20/56	M. G. Burnside for Congress, West Vi
9/20/56	Citizens for Clements Committee, Kent
9/20/56	Citizens for Wetherby Committee, Ke
9/20/56	Lankford Campaign Committee, Mary
9/21/56	Democratic National Cominittee
9/25/56	National Non-Partisan Issues Commit
9/26/56	Re-elect Zablocki for Congress Club,
[fol. 1021]	
9/26/56	Independent Citizens for Reuss, Wise
9/26/56	Bible for Senate Club, Nevada
9/26/56	Baring for Congress at Large Club, No

<i>Amendates</i>	<i>Name of Payee</i>
3/1/56	Phillip Ardery for Congress, Kentucky
1/1/56	Belling Campaign Committee, Missouri
3/1/56	Citizens for Frank Church for Senate, Nevada
3/1/56	Thurman C. Crook Campaign Committee, Indiana
3/1/56	M. G. Burnside for Congress, West Virginia
3/1/56	Educ Fund MNPL (Transfer)
2/1/56	L. K. Sullivan for Congress, Missouri
2/1/56	H. O. Staffers for Congress, West Virginia
1/1/56	Florida Committee—Stevenson for President
2/1/56	Rudolph Ploetz for Congress, Wisconsin
2/1/56	Lester Johnson for Congress, Wisconsin
2/1/56	William P. Mahoney for Congress, Arizona
2/1/56	Stewart Udall for Congress, Arizona
2/1/56	Al Ullman for Congress, Oregon
2/1/56	Claude Wickard for Senate, Indiana
2/1/56	Alva Adams for Congress, Colorado
2/1/56	Kentucky Get-Out-Vote Committee
2/1/56	Mahoney for U. S. Senate Committee, Maryland
2/1/56	Samuel Clark for Congress, Michigan
2/1/56	Oregon MNPL
2/1/56	Dodd for Senate Committee, Connecticut
2/1/56	Ward for Congress Committee, Connecticut
2/1/56	Garmo for Congress Committee, Connecticut
[022]	
2/1/56	Tolbert Macdonald for Congress Committee, Massachusetts
2/1/56	Jackson Hultz for Congress, Massachusetts

<i>Date</i>	<i>Name of Payee</i>
10/2/56	Rhodes for Congress, Pennsylvania
10/4/56	Foley for Congress Committee, New York
10/5/56	John Carroll for Senate Committee, New York
10/5/56	Reynolds for Congress, Idaho
10/5/56	Pfost for Congress Committee, Illinois
10/5/56	Moreland for Congress Committee, Minnesota
10/9/56	Blatnik for Congress, Minnesota
10/9/56	Frederickson for Congress, Minnesota
10/9/56	Quinney for Congress, California
10/9/56	WSAZ-TV Station, Huntington, West Virginia Mallahan, Kentucky
10/9/56	Indiana Get-Out-The-Vote Committee
10/9/56	John W. King, Indiana
10/9/56	Garvey for Congress, Indiana
10/9/56	Clark for Senate Committee, Pennsylvania
10/9/56	Clark for Congress Committee, Pennsylvania
10/9/56	Fullum for Congress Committee, Pennsylvania
10/9/56	Quigley for Congress Committee, Pennsylvania
10/9/56	Flood for Congress, Pennsylvania
10/9/56	McClinehey for Congress, Pennsylvania
10/9/56	Rooney for Congress, New York
10/9/56	Holtzman for Congress, New York
10/9/56	Akers for Congress, New York
10/9/56	Delaney for Congress, New York
[fol. 1023]	
10/9/56	Sieminski for Congress, New Jersey
10/9/56	Marland for U. S. Senate, West Virginia

<i>Amount</i>	<i>Date</i>	<i>Name of Payee</i>
	1/56	Citizens for Quenstedt, Virginia
	1/56	Wagner for Senator, New York
	1/56	George S. McGovern for Congress, South Dakota
	1/56	Mahoney for U. S. Senator, Maryland
	1/56	Casey for Congress Committee, Pennsylvania
	1/56	National Non-Partisan Issues Committee
	1/56	Stevenson-Kefauver Campaign Committee
	1/56	Charles Brown for Congress, Missouri
	1/56	Byron Rogers for Congress, Colorado
	1/56	Johnson for Congress, Colorado
	1/56	Carter for Congress, Iowa
	1/56	Carter for Congress, Iowa
	1/56	Gronning for Congress, Utah
	1/56	McConkie for Congress, Utah
	1/56	Hopkin for Congress, Utah
	1/56	S. Saund for Congress, California
	2/56	Linda A. Matteo & Associates, Wickard Campaign Indiana
	2/56	National Non-Partisan Issues Committee
	2/56	Milwaukee, Maier for U. S. Senate Committee
	2/56	Citizens for Sullivan Committee, Missouri
	2/56	Gerald T. Flynn, Wisconsin
	2/56	Stevenson-Kefauver, California Committee
	1024]	
	2/56	Keneth J. Gray for Congress, Illinois
	2/56	Albert R. Imle, Illinois
	2/56	Albert L. Smith, California

<i>Date</i>	<i>Name of Payee</i>
10/18/56	Benesch for Congress Committee
10/18/56	IAM—expenses
10/18/56	Arnold Olson for Governor of Minn
10/18/56	Freeman for Governor of Minn
10/18/56	Kansas State Legislative Comm
10/18/56	Griffin for State Senate Commit
10/18/56	National Rural Electric Associa
6/12/56	Warren Magnusen—Senate, Wash
6/22/56	Eugene McCarthy—Congress, Minn
7/11/56	Toby Morris—Congress, Oklahoma
7/12/56	Richard Richards—Senate, Calif
7/12/56	LeRoy Anderson—Congress, Minn
7/12/56	Al Ullman—Congress, Oregon
7/17/56	Leslie Biffle, Treasurer
7/18/56	Wickard for Senator Club, Indiana
7/25/56	Wayne Morse Recognition Dinn
7/25/56	COPE
8/3/56	Rodino for Congress, New Jersey
8/6/56	Harrison Williams—Congress, Calif
8/7/56	Cleveland M. Bailey—Congress, Minn
[fol. 1025]	
8/8/56	William F. Denman—Congress, Minn
8/8/56	Don Magnusen—Congress, Wash
8/9/56	J. L. McBrien
8/14/56	Stengel for Senator Committee
8/30/56	Clark for Senate Committee—P
8/30/56	Robert W. Weir—Congress, Minn

*Name of Payee*

- nittee, Nebraska
- of Montana
- innesota
- ommittee
- mittee, Connecticut
- ociation—Pamphlets
- Washington, D. C.
- s, Minnesota
- lahoma
- California
- Montana
- n
- ndiana
- inner,
- rsey
- s, New Jersey
- ss, West Virginia
- ss, Iowa
- ashington
- tee—Illinois
- Pennsylvania
- Minnesota
- 6 John E. Fogarty Campaign Committee, Rhode Island
- 6 Brademus for Congress Committee, Indiana
- 6 Coya Knutson Congress, Minnesota
- 6 Joseph Robbie for Congress, Minnesota
- 6 Wayne Morse Political Committee
- 6 John T. O'Brien—Retainer
- 6 IAM—Expenses
- 6 Linda Matteo & Associates—Office Services
- 6 Kansas Anti-Right-to-Work Commission
- 6 J. T. O'Brien—Expenses
- 6 W. Lewis Wallace Campaign Committee
- 6 Staggers for Congress Committee, West Virginia
- 6 William Facht, Treasurer (George Rhodes, Pennsylvania) (for Congress)
- 6 Glen for Congress Committee—3 district Oregon
- 6 John Reneissen & A. C. Rouse, Kentucky
- 6 Committee to Re-elect Senator Wayne Morse, Oregon
- 6 Linda Matteo & Associates—Office Services, Washington, D. C.
- 26]
- 6 Don Reed & W. E. Boswell, Finance Chairmen  
John Watts, 6th District, Kentucky
- 6 Volunteer Committee for Perkins, Kentucky
- 6 Kentucky Get-Out-The-Vote Committee
- 6 J. T. O'Brien—Coordinator—Retainer
- 6 IAM—Expenses

<i>Date</i>	<i>Name of Payee</i>	<i>Amo</i>
5/18/56	J. T. O'Brien—Expenses	438
5/18/56	Mollahan for Governor Committee, West Virginia	1,000
Jan. 57	Newark MNPL	25
Jan. 57	Alabama MNPL	30
Jan. 57	Washington, D. C. Chapter ADA, Dinner	100
Feb. 57	National Planning Conference, Washington, D. C.	1,141

The period from June 1 through  
August 31, 1957:

Perpetual Building Association	7,500
National Permanent Savings & Loan Association	7,500
William Proxmire for Senate Committee	1,000
Zablocki for Senate Committee	150

The period from September 1 through  
December 31, 1957:

Education Fund, MNPL, Transfer of Funds	6,053
Meyner for Governor Committee	500
Cook for Congress Committee	500

[fol. 1027]

(c) The Railway Laborers' Political League (RLPL) expended amounts of money hereinafter listed on the dates shown, and to party listed, and in the amounts specified, in each of the following instances:

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amo</i>
1/22/57	Morse Deficit Committee		\$2,000
2/28/57	Robert Bryant	Contribution for general activity	2,000
3/18/57	Jack Beatty, Treasurer	Contribution for general activity	73

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
1/14/57	Robert Bryant	Contribution for general activity	2,000.00
1/20/57	Proxmire for U. S. Senate Committee	Contribution for general activity	1,000.00
1/29/56	Moreland Campaign Fund		500.00
1/30/56	George E. McMahon	Contribution for general expenses while campaigning in Virginia	187.37
1/30/56	Mahoney Campaign		2,000.00
1/30/56	Dodd for Senate Committee		2,000.00
1/30/56	William E. Doyle	Contribution for general activity	2,000.00
[1/19/28]			
1/30/56	Evans Campaign Committee		\$1,000.00
1/31/56	Transfer of Funds to Railway Laborers' Political League Education Fund		3,628.12
1/31/56	Harley O. Staggers	Contribution for general activity	1,000.00
2/17/56	Robert Michel	Contribution for general activity	300.00
2/27/56	Staggers for Congress Committee		1,000.00
4/9/56	Magnuson Campaign Committee		2,000.00
4/10/56	Smathers Campaign Committee		350.00
4/17/56	Democratic National Committee		5,000.00
4/17/56	Woodrow Wilson Dinner Committee		2,000.00

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
4/25/56	James C. Murray Campaign Committee	
4/25/56	Barratt O'Hara	Contribution for general activity
4/25/56	Citizens Committee for P. F. Mack	
[fol. 1029]		
5/14/56	Kentucky Campaign K. Birkhead	
5/25/56	COPE	Contribution for general activity
6/11/56	California Railway Laborers Citizens League	
6/12/56	W. J. Burton	Contribution for general activity
7/2/56	Gene Wyatt	Contribution for General activity in 6th Cong. Dist.
7/2/56	Leonor Sullivan	Contribution for general activity
7/2/56	E. L. Skipper	Expenses
7/2/56	John B. Bennett	Contribution for general activity
7/2/56	Hayworth Campaign for Congress	
7/5/56	Charles Hurley	Contribution for general activity
[fol. 1030]		
7/5/56	Joseph Craken	Contribution for general activity
7/5/56	John W. Beemer	Contribution for general activity

<i>Amount</i>	<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
500	7/5/56	Frank M. Clark	Contribution for general activity	500.00
500	7/10/56	Union County Democratic Committee		500.00
500	7/10/56	John B. Bennett	Contribution for general activity	500.00
\$1,000	7/10/56	Re-elect Senator Morse Committee		1,000.00
99	7/13/56	Leslie Biffle, Treas. Democratic Senatorial Campaign Committee		2,000.00
500	7/16/56	Democratic Senatorial Campaign Committee		2,000.00
325	7/24/56	9th Dist. Johnson for Congress Club		500.00
500	7/30/56	Gene Wyatt	Contribution for general activity	500.00
500	8/21/56	Don Magnuson Finance Committee		500.00
500	8/21/56	Burnside for Congress Committee		\$ 500.00
500	8/24/56	William Morse Campaign Committee		5,000.00
500	9/5/56	Stengel for Senate Committee		5,000.00
1,000	9/5/56	Foley for Congress Committee		500.00
\$ 500	7/13/56	Alonzo Young for Maine Campaign		500.00
500	7/13/56	Joseph Craken— Macdonald for Congress Committee		500.00

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
9/13/56	Frank M. Karsten	Contribution general activi
9/18/56	Cleveland M. Bailey	Contribution general activi
9/21/56	Dodd for Senate Committee	
9/21/56	Pfost Campaign Committee	Contribution general activi
9/21/56	H. S. Reuss	
9/21/56	Hull for Congress Club	
[fol. 1032]		
9/21/56	Winfield K. Denton	Contribution general activi
9/21/56	Christopher for Congress Club	Contribution general activi
9/21/56	C. E. St. Amour	
9/21/56	McCarthy for Congress Volunteer Committee	
9/24/56	Weber County Democratic Central Committee	
9/25/56	Oregon Democratic Central Committee	
9/25/56	Morse Campaign Committee	
9/25/56	William E. Doyle	
9/25/56	Mess for Congress Campaign Committee	
9/25/56	Robert J. Harris	
9/25/56	John A. Blatuik	
9/26/56	Citizens for Frank Church	
9/27/56	Roy W. Wier	

	<i>Amount</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
on for tivity	500	10/3/56 Imle for Congress Campaign Committee		500.00
on for tivity	500	10/4/56 John B. Bennett	Contribution for general activity	500.00
	1,1033]			
on for tivity	2,000	10/4/56 Martha Griffith's Campaign Committee		\$ 500.00
on for tivity	500	10/9/56 Spillers Campaign Committee		500.00
on for tivity	500	10/9/56 Whitehead for Congress Committee		500.00
on for tivity	\$ 500	10/9/56 LeRoy Anderson for Congress Committee		500.00
on for tivity	500	10/9/56 Union County Democratic Committee		500.00
on for tivity	500	10/9/56 Roger Fox		500.00
	1,0956	10/9/56 Moulder for Congress Club		500.00
	500	10/9/56 Peter W. Rodino		500.00
	500	10/9/56 Burnside for Congress Committee		500.00
	2,000	10/9/56 L. D. Slutz Campaign Fund		500.00
	2,000	10/9/56 J. T. Dewan Campaign Fund		500.00
	1,000	10/9/56 Clyde E. Milligan, Treas., 2nd Cong. Dist. of Kansas	Contribution for general activity	200.00
	500	10/9/56 Agnes Geelan	Contribution for general activity	500.00
	500	10/9/56 California Railway Laborers Citizens' League		500.00
	1,1034]			
	1,000	10/9/56 New Jersey State Democratic Committee		\$ 500.00

<i>Date</i>	<i>Name of Payee</i>	<i>Purpose</i>
10/9/56	Harry Lerner	Contribution general activi-
10/10/56	Magnuson Campaign Committee	
10/10/56	Pat Jennings Campaign Committee	
10/15/56	Stengel for Senate Committee	
10/16/56	Betty Hill	Contribution general activi- 28th Dist.
10/17/56	Frank M. Karsten	Contribution general activi-
10/17/56	Hayworth Campaign for Congress	
10/17/56	Friedel for Congress	
10/18/56	Stevenson-Kefauver Dinner Committee	
10/18/56	Jackson J. Holtz Congress Campaign Committee	
[fol. 1035]		
10/18/56	George G. McMahon	Campaign expenses Virginia
10/23/56	Rhodes for Congress Committee	
11/1/56	William Powers	
11/1/56	Holz Congress Committee	
11/1/56	Citizens Committee for P. F. Mack	
11/1/56	Imle for Congress Committee	

	<i>Amount</i>	<i>Name of Payee</i>	<i>Purpose</i>	<i>Amount</i>
ion for activity	11/1/56	J. K. Dear, Dem. Chmn., 2nd Dist.		200
200	11/2/56	Campaign Committee for Robert Geaino		500
30	11/2/56	Campaign Committee for H. P. McDowell		500
1,00	11/2/56	Campaign Committee for William F. Denman		500
ion for activity	11/2/56	Campaign Committee for John W. King		500
30	11/2/56	Campaign Committee for Hamilton Fox		500
30	11/2/56	Campaign Committee for George G. Lindsay		500
50	11/2/56	Campaign Committee for James G. Polk		500
1036]				
9,00	11/2/56	Campaign Committee for Thomas L. Ashley		\$ 500
30	11/2/56	Campaign Committee for Al Ullman		500
11/2/56				
\$ 15	11/2/56	Campaign Committee for William P. Mahoney		500
• 50	11/2/56	Campaign Committee for Cecil R. King		500
150	11/2/56	Campaign Committee for Chet Halifield		500
50	11/2/56	Campaign Committee for Clyde Doyle		500
30	11/2/56	Campaign Committee for James Roosevelt		500
25	11/4/56	George E. McMahon		359

*Date*                    *Name of Payee*

11/21/56 Melvin Price

11/21/56 King County Democratic  
Central Committee

This 17th day of March, 1958.

GAMBRELL, HARLAN, RUSSELL, M

E. Smythe Gambrell  
Charles A. Moye, Jr.  
Terry P. McKenna

825 Citizens & Southern  
Nat'l Bank Building  
Atlanta 3, Georgia

JA. 2-5951

[fol. 1037]

PLAINTIFFS' EXHIBIT NO.

IN THE SUPERIOR COURT OF BIBB C

Case No. 16,537

NANCY M. LOOPER, et al

v.

GEORGIA SOUTHERN & FLORIDA RAILWA

ANSWER TO "PLAINTIFFS' FIRST REQUEST"

Come now the union defendants, and for answer to the document described as "Plaintiffs' First Request for Admissions", consisting of

1. The Request asks Milton Kramer and Mincey, attorneys for the union defend

**Purpose**

An

50

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, MOYE & RICHARDSON

No. 488

3 COUNTY, GEORGIA

7

et al.,

RAILWAY COMPANY, et al.

QUEST FOR ADMISSIONS"

, and their attorneys,  
designated "Plaintiffs"  
listing of 29 pages, say:

Framer and David L  
endants, to admit that

the statements on the 29 pages are true. T  
knowledge of the truth of those statements.

2. Treating the Request as addressed to the defendants, they also have no knowledge of those statements, since they pertain to expenditures of organizations other than the which organizations are not represented by the for the union defendants.

3. However, without admitting the relevance of the items in the Request for Admissions to the issues in this case, or the admissibility as evidence of said items, but expressly denying said relevance and admissibility, defendants state that they have been informed, and therefore admit:

[fol. 1038] (a) That the statements on page 17 [para. (2)] reflect expenditures made by the Committee on Political Education, AFL-CIO, as shown filed by that organization with the Clerk of the House of Representatives of the United States, with the exceptions which they therefore deny:

(1) The Committee on Political Education, AFL-CIO, did not on October 26, 1956, make a contribution of \$2,500.00 to Doid for Senate Campaign. However, it did on such date make such a contribution in the amount of \$1,500.00. (Page 15 of Request)

(2) That organization did not on January 1, 1957, make a contribution of \$500.00 to Alleged Democratic Committee for the Campaign of Holland. (Page 17 of Request)

(b) That the statements on pages 18 through 23 [b] are substantially accurate, as reflected in the reports made by the Machinists Non Partisan Political League to the Clerk of the House of Representatives of the United States, but reflect items contained in several different related such reports, which items are dovered in the statements on pages 18 through 23.

(c) That the statements on pages 2  
 (c)] reflect expenditures made by Rai-  
 ical League, as shown by reports filed  
 with the Clerk of the House of Rep-  
 United States.

M. Kramer  
 Milton Kram  
 1625 K Street  
 Washington 6  
 Attorney for

[fol. 1039]

**PLAINTIFFS' EXHIBIT NO.**

**IN THE SUPERIOR COURT OF BIBB COUNTY**

**Case No. 16,537**

**NANCY M. LOOPER, et al.**

**vs.**

**GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY**

**PLAINTIFFS' SUBSTITUTED SECOND REQUEST**

<b>To:</b> Mr. Milton Kramer	Mr. David
Schoene & Kramer	321 Cotton
1625 K Street, N. W.	Macon, Ga.
Washington 6, D. C.	

**Attorneys for the Labor Union Defendants**

Please take notice that the plaintiffs in their "Second Request for Admissions" dated May 8, 1958, to which the Labor Union Defendants have not yet responded, and, in lieu thereof, name the union defendants, to wit, International Union of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Brotherhood of Railway Clerks,

s 24 through 29 [para  
Railway Labor's Polit-  
ed by that organization  
Representatives of the

R  
amer  
reet, N. W.  
on 6, D. C.  
for Union Defendants.

No: 489

B COUNTY, GEORGIA

37

et al.,

Plaintiffs,

RWAY COMPANY, et al.,  
Defendants.

REQUEST FOR ADMISSIONS

David L. Mincey  
Cotton Avenue  
, Georgia

nion Defendants.

Plaintiffs hereby withdraw  
ions" served herein on  
Union Defendants have  
ereof request the labor  
National Brotherhood of  
Blacksmiths, Forgers  
ay Carmen of America;

Brotherhood of Railway and Steamship Clerks, Teamsters and Helpers; Brotherhood of Railway and Steamship Clerks, Teamsters and Helpers; Brotherhood of Electrical Workers; International Brotherhood of Firemen and Oilers, Helpers, Roundhouse, Shop and Yard Laborers; International Association of Machinists; Brotherhood of Maintenance of Way Employees; National Marine Engineers' Beneficial Association; International Organization of Masters, Mates and Pilots [fol. 1040] Sheet Metal Workers International Association; Brotherhood of Railroad Signalmen; Order of Railroad Telegraphers; American Trainmen Association, and Railroad Yardmasters of America. Substantially in accordance with the provisions of Section 81-1011 of the Georgia Annotated, to admit, within ten (10) days after service upon you of this request, for the purpose of the above-entitled action only, and subject to all objections to admissibility which may be interposed at trial, that each and all, of the matters of fact set forth in this request are true and correct:

1.

The constitution of the AFL-CIO provides for the payment of a per capita tax of four cents per member per month by each international union affiliated with the AFL-CIO.

2.

Commencing in July, 1956, the Executive Committee of the AFL-CIO levied an assessment upon all members of the AFL-CIO which in effect amounted to an additional five cents per member per month addition to the constitutional per capita tax.

3.

The current per capita tax paid by all affiliated unions to the AFL-CIO is five cents per member per month.

4.

Per capita taxes were paid by the following union defendants to the AFL-CIO for the period in the amounts specified, as follows:

[fol. 1041]

De Ju	
Labor Union Defendant	
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers .....	\$ 36
Brotherhood of Railway Carmen of America .....	37
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees .....	65
International Brotherhood of Electrical Workers .....	129
International Brotherhood of Firemen and Oilers, Helpers, Roundhouse & Railway Shop Laborers .....	15
International Association of Machinists .....	160
Brotherhood of Maintenance of Way Employees .....	43
National Marine Engineers' Beneficial Association .....	2
International Organization of Masters, Mates and Pilots .....	2
Sheet Metal Workers International Association .....	14
[fol. 1042]	
Brotherhood of Railroad Signalmen of America .....	4
Order of Railroad Telegraphers .....	8
American Train Dispatchers Association .....	
Railroad Yardmasters of America .....	1

## 5.

Amount Paid	
Dec. 5, 1955	July 1, 1956
June 30, 1956	June 30, 1957

36,180.00	\$ 81,405.00
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37,390.28	77,299.58
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65,214.36	153,237.46
-----------	------------

129,189.60	272,090.40
------------	------------

15,799.68	32,599.18
-----------	-----------

160,380.04	452,214.32
------------	------------

43,077.96	95,915.82
-----------	-----------

2,880.00	4,720.00
----------	----------

2,896.00	5,430.00
----------	----------

14,000.00	32,000.00
-----------	-----------

4,209.04	8,561.93
----------	----------

8,400.00	18,000.00
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—	1,000.00
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1,120.00	2,400.00
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Each and all of the named labor union defendants in this action are presently affiliated with, and pay taxes of five cents (5¢) per member per month to the AFL-CIO.

## 6.

During the period from July 1, 1956 through June 30, 1957, the AFL-CIO collected \$8,663,355.43 as total per capita taxes and of that amount \$1,221,140.00, or an excess of 14 per cent, was collected from the defendants in this action.

## 7.

During the period from July 1, 1956, through June 30, 1957, the AFL-CIO made expenditures totaling \$1,221,140.00 in the operation of the AFL-CIO Committee on Education (COPE).

## 8.

During the period from December 5, 1955 through June 30, 1956, the AFL-CIO made expenditures totaling \$72.18 in the operation of the AFL-CIO Committee on Political Education (COPE).

[fol. 1043]

## 9.

During the period from December 5, 1955 through June 30, 1956, the AFL-CIO made expenditures of \$69,618.79 in the operation of the AFL-CIO Civil Rights Committee and that expenditures of \$69,618.79 were made by the AFL-CIO for the said Civil Rights Committee during the period from July 1, 1956 through June 30, 1957.

## 10.

During the period from December 5, 1955 through June 30, 1956, the AFL-CIO made expenditures of \$1,221,140.00 in legislative activities and expenditures of \$1,221,140.00 were made by the AFL-CIO for legislative activities during the period from July 1, 1956 through June 30, 1957.

## 11.

Contributions were made by the AFL-CIO to the organizations shown and in the amounts specified during the periods shown below:

Name	Amount Paid Dec. 5, 1955- June 30, 1956	Amount Paid July 1, 1956- June 30, 1957
Association of Labor Health Administration .....		\$ 6,000.00
AFL-CIO International Free Labor Fund .....		25,000.00
Inter University Labor Education Committee .....		8,000.00
National Committee on Immigration and Citizenship, Inc. ....		2,000.00
[fol. 1044]		
National Hells Canyon Association .....		5,000.00
National Religion and Labor Foundation .....		2,000.00
Preservation of Free Public Schools .....	\$5,000.00	
Southern Regional Council, Inc. ....		5,000.00
United Givers Fund .....		2,500.00
United Nations' Refugee Fund .....		2,000.00

## 12.

Contributions were made by the AFL-CIO from an AFL-CIO "International Free Labor Fund" to the organizations shown and in the amounts specified during the period from November 5, 1956 to June 30, 1957:

Name	Amount
International Confederation of Free Trade Unions—Free World Solidarity Fund .....	\$25,000.00
International Confederation of Free Trade Unions for Hungarian Relief .....	25,000.00
Austrian Trade Union Federation for Hungarian Relief .....	50,000.00
Tanganyika Federation of Labor .....	2,500.00

## 13.

Each of the labor union defendants in this action was represented at a meeting of the General Board of the AFL-CIO held on September 12, 1956 and registered no opposition to the resolution of the Executive Council, AFL-CIO as follows:

[fol. 1045] "That Adlai E. Stevenson and Estes Kefauver are hereby endorsed by the AFL-CIO for President and Vice-President, respectively, of the United States."

## 14.

The defendant George M. Harrison, both individually and as Grand President of the defendant Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, is a member of the *Executive Council* of the AFL-CIO; is Chairman of the AFL-CIO Committee on Education; is Chairman of the AFL-CIO Committee on International Affairs; and is a member of the AFL-CIO Civil Rights Committee, Committee on Economic Policy, Legislative Committee, Public Relations Committee, and Committee on Political Education (COPE).

## 15.

Joseph Keenan, both individually and as Grand President of the International Brotherhood of Electrical Workers, is a member of the *Executive Council* of the AFL-CIO; and is a member of the AFL-CIO Civil Rights Committee, Committee on Economic Policy, Committee on Education, Committee on International Affairs, Legislative Committee, and Committee on Political Education (COPE).

## 16.

A. J. Hayes, both individually and as President of the International Association of Machinists, is a member of the *Executive Council* of the AFL-CIO; and is a member of the AFL-CIO Civil Rights Committee, Committee on Economic Policy, Legislative Committee and Committee on Political Education (COPE).

[Dated August 12, 1958 and Signed by Plaintiffs' Attorneys.]

[fol. 1046]

## PLAINTIFFS' EXHIBIT No. 490

IN THE SUPERIOR COURT OF BIBB COUNTY, GEORGIA

Case No. 16,537

NANCY M. LOOPER, et al.,

vs.

GEORGIA SOUTHERN &amp; FLORIDA RAILWAY COMPANY, et al.

ANSWER TO "PLAINTIFFS' SUBSTITUTED SECOND REQUEST  
FOR ADMISSIONS"

Come now the defendants named in the opening Paragraph of Plaintiffs' Substituted Second Request for Admissions and for answer thereto say:

1. They deny the statement in Paragraph 1 but admit that the statement was true prior to the last convention of the AFL-CIO.
2. They admit the statement in Paragraph 2 except that the assessment was determined by the Executive Committee of the AFL-CIO, not by the Executive Committee of the organization, and (b) that assessment has not been levied since the last convention of the AFL-CIO.
3. They admit Paragraph 3.
4. They admit Paragraph 4.
5. They admit Paragraph 5.
6. They admit Paragraph 6 except:
  - (a) The figure of \$8,663,355.43 includes not only per capita taxes but also assessments levied;
  - (b) The figure of \$1,226,870 is erroneous, and the correct figure is \$1,236,873.69; and
  - [fol. 1047] (c) The corrected figure of \$1,236,873.69 includes the per capita taxes and assessments paid by defendant unions for their entire membership, not their membership employed on railroads, and that most

the membership with respect to whom such amount was paid were not railroad employees.

7-12. They admit Paragraphs 7 through 12.

13. They admit Paragraph 13 except:

(a) International Association of Machines, Brotherhood of Maintenance of Way Employes, National Marine Engineers Beneficial Association, International Organization Masters, Mates and Pilots, Brotherhood of Railway Signalmen of America, and American Train Dispatchers Association were not represented at that meeting; and

(b) There was and is no "register" or record of those who opposed the resolution.

14. They admit Paragraph 14 except:

(a) They deny that George M. Harrison is a member of the Council and Committees named individually and as Grand President of the defendant Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees; and

(b) They deny that he is Chairman of the AFL-CIO Committee on Education.

15. They admit Paragraph 15 except:

(a) They deny that Joseph Keenan is a member of the Council and Committees named individually and as Grand President of the International Brotherhood of Electrical Workers; and

(b) If the statement in Paragraph 15 of the Request states or implies that Joseph Keenan is Grand President of the International Brotherhood of Electrical Workers, [fol. 1048] they deny such statement.

16. They admit Paragraph 16 except that they deny that A. J. Hayes is a member of the Council and Committees named individually and as President of the International Association of Machinists.

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